

CITY CLERK
GLOUCESTER, MA

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GLOUCESTER CITY COUNCIL
9 Dale Avenue, Gloucester, MA 01930
Office (978) 281-9720 Fax (978) 282-3051

AGENDA

Budget & Finance Committee

Thursday, December 8, 2011 – 6:00 p.m.

1st Fl. Council Committee Rm. – City Hall

(Items May be taken out of order at the discretion of the Committee)

1. **Continued Business:**
 - A) CC2011-056 (Hardy/Ciolino) City Council with Administration identify funding source to hire a local veteran from the Civil Service Fire Fighters List (Cont'd from 11/17/11)
2. **Review and recommendations for the disposition of real property for the Good Harbor and Wingersheek Beach Concessions (TBC 01/05/12)**
3. **Communication from Police Chief re: acceptance of a grant award in the amount of \$7,133.75 from the U.S. Dept. of Justice FY11 Bulletproof Vest Program**
4. **Memorandum, grant application and checklist from Interim Health Director and Senior Project Manager For "Get Fit Gloucester" re: grant in the amount of \$25,000 for the Strategic Alliance health Mentoring**
5. **Two requests from Director of Information Services to pay invoices for services procured prior to approval Of purchase orders**
6. **Grant application and checklist from Emergency Management Director re: NERAC 2011 Equipment Distribution Project grant in the amount of \$18,140 from Northeast Homeland Security Regional Advisory Council**
7. **Letter from Executive Director of PERAC re: Appropriation for FY2013**
8. **CC2011-056 (Verga/Ciolino) Possible adoption of MGL re: assessment of water betterments and deferral of Such betterments and Amend GCO Chapter 23 "Utilities" Article III accordingly**
9. **Special Budgetary Request (#2012-SBT-10) from the Police Department**
10. **Special Budgetary Request (#2012-SBT-11) from the Police Department**
11. **Special Budgetary Request (#2012-SBT-12) from the Police Department**
12. **Special Budgetary Request (#2012-SBT-13) from the Police Department**
13. **Special Budgetary Request (#2012-SBT-14) from the Police Department**
14. **Special Budgetary Request (#2012-SBT-15) from the Department of Public Works**
15. **Review & Recommendations for Disposition of Real Property: Maplewood School**
16. **Memorandum from Mayor: FY11 Certified Free Cash**
17. **Memo from City Auditor regarding accounts having expenditures which exceed their authorization And Auditor's Report**

COMMITTEE

Councilor Steven Curcuro, Chair

Councilor Paul McGeary, Vice Chair

Councilor Jacqueline Hardy

Committee members – Please bring relevant documentation

Back-up and Supporting Documentation all on file at the City Clerk's Office, City Hall

CC: Mayor Carolyn Kirk
Jim Duggan; Kenny Costa; Jeffrey Towne; Mike Hale; Mark Cole
Police Chief Michael Lane; Deputy Fire Chief Miles Schlichte
Max Schenk/Stephen Winslow; Douglas McArthur; Mike Wells

The listing of matters is those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.



CITY OF GLOUCESTER 2011 CITY COUNCIL ORDER

ORDER:	#CC2011-056
Councillor	Jackie Hardy/Joe Ciolino

DATE RECEIVED BY COUNCIL: 11/15/11
REFERRED TO: Administration & B&F
FOR COUNCIL VOTE:

ORDERED that the City Council, together with the Administration, identify a funding source to hire a local veteran from the Civil Service Fire Fighters List as soon as possible, but not later than the date the existing list is to expire.

Jackie Hardy
Ward 4 Councillor

Joe Ciolino
Councillor at Large

City of Gloucester
Office of the Mayor
Review and Recommendations for the Disposition of Real Property

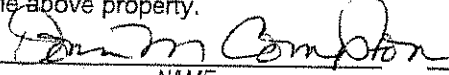
TO THE CITY COUNCIL FOR REVIEW, RESTRICTIONS AND APPROVAL

Property Information:

Document Number: RFP 12077
Property Name and Address: Good Harbor, 99 Thatcher Road & Wingaersheek Beach Concessions, 232 Atlantic Street, Gloucester, MA.
Method of Disposition: Three (3) Year Lease 5/1/12 to 11/1/2014
Lease Payment Requested: One third of the price proposal on May 1, 2012, May 1, 2013 and May 1, 2014
Minimum Bid Good Harbor \$75,000
Minimum Bid Wingaersheek \$65,000

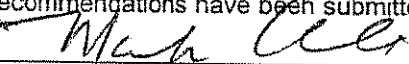
Purchasing Department:

At the request of the Mayor, the Purchasing Department has prepared a Request for Proposals for the disposition of the above property.

 Purchasing Agent 10/19/11
NAME POSITION DATE

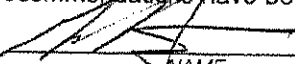
Contract Manager:

At the request of the Mayor, I have reviewed the possible disposition of the above named property. My recommendations have been submitted to the Mayor for consideration and possible inclusion in the RFP.

 Public Property Manager 10/19/11
NAME POSITION DATE

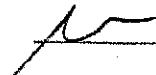
Office of the Assessor:

At the request of the Mayor, I have reviewed the possible disposition of the above named property. My recommendations have been submitted to the Mayor for consideration and possible inclusion in the RFP.

 Assessor 10/19/11
NAME POSITION DATE

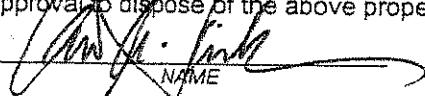
Legal Department:

At the request of the Mayor, the Legal Department has reviewed the attached recommended RFP.

 General Counsel 10/19/11
NAME POSITION DATE

Office of the Mayor:

As required by the Gloucester Code of Ordinance, I am submitting my recommendation to the City Council for their approval to dispose of the above property in a Request for Proposal format.

 Mayor 11/9/11
NAME POSITION DATE

Comments:

City of Gloucester

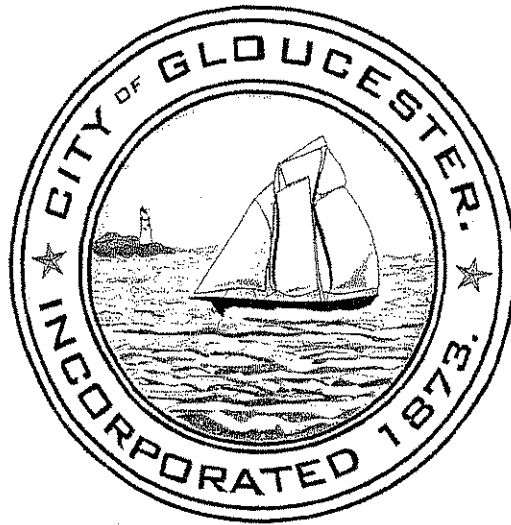
Office of the Purchasing Agent

City Hall, 9 Dale Avenue

Gloucester, Massachusetts 01930

Telephone 978 281 9710 Fax 978 281 8763

www.gloucester-ma.gov



Request for Proposal #12077

(Disposition by Lease of City Property)

GOOD HARBOR & WINGAERSHEEK BEACH CONCESSION & RESTROOM OPERATION LEASE

RFP Available:

Submittal Deadline:

SECTION 1.00 NEWSPAPER ADVERTISING

To: Cape Ann Beacon
From: Donna Compton, Purchasing Agent
Date:

Re: Please run this ad on the Records/Legal page as small as possible on
Friday, and Friday,

**CITY OF GLOUCESTER, MA
REQUEST FOR PROPOSALS # 12077
BEACH CONCESSION & RESTROOM OPERATION**

The City of Gloucester is seeking proposals, RFP #12077, for the operation of the **Good Harbor and/or Wingaersheek Beach Concessions & Restrooms**. The Duration of the agreement shall be from May 1, 2012 to Nov. 1, 2014. The Successful Proposer shall be required to submit a Certificate of Insurance, naming the City as an additionally insured, in the amount of \$1,000,000 (each) for Public Liability and Property Damage as well as a Security Bond in the amount of \$15,000. The Request for Proposal package will be available on at the Office of the Purchasing Agent, upon receipt of a \$15.00 fee. Proposals must be received and will be opened at the Office of the Purchasing Agent, City Hall, 9 Dale Ave, Gloucester, MA 01930 no later than **at 11:00 AM**. The City reserves the right to reject any and all proposals, or to accept that which is deemed in the best interest of the City of Gloucester, MA. The City shall not be responsible for proposals arriving late for any reason.

Donna Compton
Purchasing Agent

**CITY OF GLOUCESTER, MA.
REQUEST FOR PROPOSAL # 12077**

SECTION 2.00 SERVICE DESCRIPTION

Pursuant to MGL Chapter 30B, the City of Gloucester seeks proposals, **RFP # 12077**, for the operation of the Good Harbor and/or Wingaersheek Beach Concessions & Restrooms. The successful proposer will be responsible for the operation of the food service area and the cleaning of the restroom areas and showers. **The City is setting a minimum price condition of Seventy five thousand dollars (\$75,000) for Good Harbor and Sixty five thousand (\$65,000) for Wingaersheek.** Price proposals submitted lower than the stated amount may disqualify the proposal.

SECTION 2.01 RFP AVAILABILITY

Proposals will be available on _____ at the Office of the Purchasing Agent, 9 Dale Avenue, Gloucester, MA.

SECTION 2.02 RFP OPENING

Proposals will be opened on _____ at 11:00 A.M. the Office of the Purchasing Agent, 9 Dale Avenue, Gloucester, MA.

SECTION 2.03 LATE SUBMISSIONS

The City shall not be responsible for proposals arriving late due to couriers, deliveries to wrong locations, express mailing services, etc.

SECTION 2.04 CANCELLATION OF OPENING

If City Hall is closed by the Mayor due to an emergency or winter weather conditions, scheduled bid or proposal openings will be postponed to the first day City Hall is open to conduct normal business functions. The time and location of the opening will be the same as originally scheduled in the Invitation for Bids or Request for Proposals.

SECTION 2.05 RIGHT TO WITHDRAW

A proposer has the right to withdraw his/her bid anytime prior to the time fixed for opening. A request to withdraw must be in writing.

SECTION 2.06 REQUESTING INFORMATION

Any prospective proposer requesting a change in or interpretation of existing specifications of terms and conditions must do so at least (5) days, excluding Saturdays, Sundays and Holidays, before the scheduled proposal opening date. All requests are to be in writing and delivered to the Purchasing Dept., faxed (978-281-8763) or emailed purchasing@gloucester-ma.gov. If necessary to maintain a fair and equal bidding environment, the City will issue addenda to all vendors who have requested bid packages.

SECTION 2.07 INCOMPLETE PROPOSAL

Any proposal which is not according to prescribed form, incomplete, not properly signed, or contrary to the instructions and requirements contained in the Request for Proposal may be rejected by the City of Gloucester. **Conditional proposals will not be accepted.**

SECTION 2.08 CONTRACT ASSIGNMENT

The successful contractor will not be permitted to assign or underlet the contract, nor assign either legal or equitably, any monies hereunder, or its claim thereto.

SECTION 2.09 CONTRACT MANAGEMENT

The Contract Manager is Mark Cole, Public Properties Operations Manager. The telephone number is 978 281 9785.

SECTION 3.00 RFP STANDARD TERMS AND CONDITIONS

SECTION 3.01 PROPOSAL REJECTION

The City reserves the right to reject any and all proposals, or to accept that which is deemed in the best interest of the City of Gloucester, Massachusetts.

SECTION 3.02 PROPOSAL WITHDRAWAL

No proposer may withdraw their proposal after the opening and prior to the execution and delivery of the contract or if no award is made at the expiration of forty-five days (45) business days after the opening of the proposal.

SECTION 3.03 RIGHT TO WAIVE

The City reserves the right to waive any "minor informalities" or allow the vendor to correct them.

SECTION 3.04 EQUAL OPPORTUNITY

It is understood and agreed that it shall be a material breach of any contract resulting from this proposal for the Contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to

discrimination in hiring, discharging, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, handicap, age, sexual orientation or ancestry.

SECTION 3.05 PROPOSAL EFFECTIVE DATE

The proposal will remain in effect for a period of forty-five days (45) business days from the deadline for submission of proposals or until it is formally withdrawn, a contract is executed or this RFP is canceled, whichever occurs first.

SECTION 3.06 CONTRACT DURATION

The Duration of the agreement shall be from May 1, 2012 or the date of lease execution and November 1, 2014.

SECTION 3.07 CANCELLATION

As described in Section 6

SECTION 3.08 REQUIRED APPROVALS

The Gloucester Code of Ordinances, Section 2-3(a)(2) states, "No building, land or other real property or rights or interests therein shall be disposed of without prior order from the City Council authorizing said disposition from the Mayor. The Council may impose any condition, restriction, or other limitation on the building or property as it deems appropriate, consistent with the General Laws. The Gloucester Code of Ordinances, Section 2-3(e)(1) states, "All votes to authorized leases of real property by the City to third parties, shall be approved by a two-thirds vote of the full City Council.

SECTION 4.00 PROPOSAL SPECIFICATIONS

SECTION 4.01 RFP PACKAGING

A sealed envelope, containing the Proposal marked "Good Harbor & Wingaersheek Beach Concession and Restroom Lease #12077" must be received by Office of the Purchasing Agent, City Hall, 9 Dale Avenue, Gloucester, MA. 01930, prior to 11:00 a.m. on . It is the sole responsibility of the offeror to insure that the proposal arrives on time at the designated place.

SECTION 4.02 PRICE SUMMARY FORMS

The Price Summary Forms must be completed. No substitute form will be accepted. Pricing must remain firm throughout the contract.

SECTION 4.03 QUESTION AND RESPONSES

All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Requests for clarification or any questions about information contained in the RFP should be addressed in writing or faxed to Donna Compton, Purchasing Agent, email (purchasing@gloucester-ma.gov). Any information sent to one proposer will be available to all proposers. No requests or questions will be accepted after 1:00 p.m. on . To receive the responses to any questions submitted by other Offerors, please send the name, address, telephone number and fax number (if any) of the person to whom this information should be sent.

SECTION 5.00 FORMS TO BE COMPLETED & INCLUDED IN THE PROPOSAL PACKAGE

All vendors shall submit bids in strict accordance with the submission requirements listed below. Any vendors failing to provide all of the following submission requirements will be considered "not responsive" and their proposal may be rejected without further consideration.

ATTACHMENT A: QUESTIONNAIRE

ATTACHMENT B: REFERENCE FORM

ATTACHMENT C: NON COLLUSION STATEMENT

All bidders are responsible and required by Massachusetts General Law to submit a statement of Non Collusion with their bid. If a form has not been include in the Invitation for Bid package, you may request a copy from the Purchasing Office. The City is required to reject any bid that does not include a completed Statement of Non Collusion.

ATTACHMENT D: PRICE PROPOSAL PAGE

OTHER ATTACHMENTS

■ INFORMATION

Any other information that the vendor wishes to include that will document their capabilities and qualifications for providing the services sought in this RFP.

■ ACKNOWLEDGMENT OF ADDENDA

Each bidder shall acknowledge the receipt of any addenda by signing and including it in their bid submission.

ATTACHMENT "A"

QUESTIONNAIRE

RFP No: #12077

Description: RFP BEACH CONCESSION AND REST ROOM LEASE

1. Name of Firm/Individual

2. Address

3. Type of Organization
(Proprietorship, Partnership,
Corporation)

4. Is your Firm SOMBA certified (MBE)

6. Is your Firm SOMBA certified (WBE)

8. Name & Title of Principal to contact

9. Principal contact's telephone number

10. Principal contact's Fax Number

11. Principal contact's e-mail address

5. Federal ID No.

7. Year Established

12. Key Persons, Specialists and Individuals in your firm to be assigned to this operation:

Name	Title	Project Role	Estimated Hours

13. Key Persons, Specialists, Individuals from subcontracting firm(s) to be assigned to this operation, if any:

Name	Title	Project Role	Estimated Hours

14. List any contracts, within the last 10 years, that have been terminated by an owner or your firm prior to the full term of the agreement.

Contract Title		Year of Execution	
Name and Address of Owner		Owner's Telephone	
Reason for Termination		Contract Value	
Contract Title		Year of Execution	
Name and Address of Owner		Owner's Telephone	
Reason for Termination		Contract Value	

15. List any contracts, within the last 10 years, where your firm did not complete the full term of the agreement.

Contract Title		Year of Execution	
Name and Address of Owner		Owner's Telephone	
Reason for Not Completing Contract		Contract Value	
Contract Title		Year of Execution	
Name and Address of Owner		Owner's Telephone	
Reason for Not Completing Contract		Contract Value	

16. List any litigation by or against your firm, within the last 10 years, for breach of contract.

<i>Litigation Initiated By</i>	<i>Address</i>	<i>Telephone</i>	<i>Status of Litigation</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

17. Within the last 10 years, has your firm filed for bankruptcy protection? If yes, what is the current status?

18. Principal Business of this Firm and Principal Specialization:

19. Names & Titles of all Partners or Directors % Stock Ma. Reg. No. Discipline

As the authorized agent for the proposer, I attest and swear to the accuracy of the information supplied in this questionnaire under the penalty of perjury.

Signature	Printed Name and Title	Date
_____	_____	_____

Note: If additional space is necessary, please attach additional 8 1/2 x 11 sheets to this questionnaire

ATTACHMENT "B" REFERENCE FORM

No.	Governmental Agency or Business	Contact Person	Telephone
1.			
Description of Project			
No.	Governmental Agency or Business	Contact Person	Telephone
2.			
Description of Project			
No.	Governmental Agency or Business	Contact Person	Telephone
3.			
Description of Project			
No.	Governmental Agency or Business	Contact Person	Telephone
4.			
Description of Project			
No.	Governmental Agency or Business	Contact Person	Telephone
5.			
Description of Project			
No.	Governmental Agency or Business	Contact Person	Telephone
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Description of Project			
No.	Governmental Agency or Business	Contact Person	Telephone
7.			
Description of Project			
No.	Governmental Agency or Business	Contact Person	Telephone
8.			
Description of Project			
No.	Governmental Agency or Business	Contact Person	Telephone
9.			
Description of Project			
No.	Governmental Agency or Business	Contact Person	Telephone
10.			
Description of Project			
No.	Governmental Agency or Business	Contact Person	Telephone
11.			
Description of Project			
No.	Governmental Agency or Business	Contact Person	Telephone
12.			
Description of Project			

ATTACHMENT "D" RFP #12077

FORM TO BE COMPLETED & INCLUDED IN THE PRICE PROPOSAL PACKAGE

All vendors shall submit bids in strict accordance with the submission requirements listed below. Any vendors failing to provide all of the following submission requirements will be considered "not responsive" and their proposal may be rejected without further consideration

PRICE SUMMARY FORM

Option #1 - Award Good Harbor Beach Concession to the Highest Proposer	Total Price
Good Harbor Beach Concession Price Proposal	
Total lease period 5/1/012 to 11/01/14 - AWARD LINE Minimum Bid \$75,000.00	
Option #2 - Award Wingaersheek Beach Concession to the Highest Proposer	Total Price
Wingaersheek Beach Concession Price Proposal	
Total lease period 5/1/12 to 11/01/14 - AWARD LINE Minimum Bid \$65,000.00	

METHOD OF AWARD:

The responsive and responsible proposer(s) that offers the highest price proposal for **each** concessions for the total lease period (5/1/12 to 11/1/14) will be awarded a lease(s). If a Proposer offers the highest price proposal on **both** concessions, they will be awarded a lease for **both** concessions.

ATTACHMENT "C" CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The undersigned hereby agrees to comply with the requirement contained in RFP #99124 and the Lease Agreement for the Bid Price submitted on Attachment "D". Signatory must provide evidence of legal authority to enter into this agreement.

AUTHORIZED SIGNATURE

Company Name _____
 Address _____
 Authorized Signature _____ Title _____
 Telephone _____ Fax _____ E-mail Address _____

This checklist is provided to assist Proposers in the preparation and packaging of their proposal.

ATTACHMENT "E"

BIDDER CHECKLIST

CHECK COMPLETION

Task	X
1. Bid sealed, signed and marked as required	_____
2. Reference Form, completed	_____
3. Addenda Receipt Acknowledged	_____
4. Questionnaire, completed	_____
5. Price Summary Form	_____

SECTION 6.00

LEASE TERMS AND CONDITIONS

1. EFFECTIVE DATE AND TERM

- a. The Effective Date of this Agreement shall be the 1st day of May, 2012 or the date of a fully executed contract.
- b. The term of this Agreement shall commence on the Effective Date and shall continue until November 1, 2014. In any event, the term of this Agreement shall not end later than the latest date permitted by law.

2. GENERAL UNDERTAKINGS OF OPERATOR

- a. The Operator shall conduct refreshment and restroom operations at the Concession facility and shall operate up to three cold drink/slush carts, the cart shall be operated by one person and the area within 50 feet of the cart is maintained in a clean and orderly manner (see Section 8 f. regarding rubbish disposal requirements).
- b. The Operator shall abide by such reasonable requirements as the Owner or its Authorized Representative may establish to maintain, protect, and ensure the safe, orderly, and lawful conduct of its facilities and refreshment, showers & restroom operations. The operator will be responsible for obtaining any and all required permits, licenses and inspections.
- c. The Operator shall be responsible for the opening, closing, cleaning, upkeep, stocking and maintenance of the restrooms and showers attached to the concession facility. Responsibilities include daily cleaning, furnishing and daily stocking of supplies, routine maintenance and minor repairs. Routine maintenance is to include the clearing of clogged toilets and the removal of sand from the shower floor drains, etc.
- d. The Operator, at his expense, shall provide for the installation of any equipment, maintenance, or repairs needed for the passage of an inspection or the successful issuance of any and all permits.
- e. The operator will pay for all cleaning and toilet supplies and will supply and change all light bulbs and florescent tubes.

3. UNDERTAKINGS OF THE OWNER

- a. The Owner shall provide the Operator with space in designated areas of the sites described in Section 8 herein, for the purpose of conducting refreshment, shower and restroom operations.
- b. The Owner covenants hereby to create, grant, or license no other concession of a similar kind at any location within the designated site. Catered groups and outings do not constitute a concession and are allowed by City Permit only.
- c. All maintenance and repairs beyond those specified in Section 2c will be performed by the City.
- d. The Owner shall provide regular inspections in accordance with City, State and Federal Codes.

4. INDEMNIFICATION, INSURANCE SECURITY FOR PERFORMANCE

- a. **Indemnification:** The space provided to the Operator by the Owner shall be used solely at the risk of the Operator. The Operator shall indemnify and hold the Owner harmless from any liability for injury, loss, claim, or damage to any persons or property which results from:
 1. any willful or negligent act of the Operator, its agents, or employees;
 2. from any failure of the Operator, its agents, or representatives to perform any obligation imposed on it hereunder; and
 3. from any damage or injury from any cause arising out of the use of the areas or storage space provided pursuant to this Agreement.
- b. Operator will maintain liability and property damage insurance in the amounts described herein, and provide a certificate of insurance naming the Owner as an "additionally insured"
- c. **Insurance:** The Operator shall provide or cause to be provided and maintained products liability, public liability, and property damage insurance, protecting the operator and Owner, against claims for bodily injury (including death) to persons for property damage arising out of the operation, use, or maintenance of the operations space.
 1. In the case of insurance relating to product liability such insurance shall have limits of not less than **one million dollars (\$1,000,000)** with respect to bodily injury or death to any one person and not less than **one million dollars (\$1,000,000)** with respect to bodily injury or death from any one accident, incident, or occurrence and against claims for damage to property therefrom, a limit of not less than **one million dollars (\$1,000,000)**.
 2. In the case of insurance relating to public liability, such insurance shall have the limits of not less than **one million dollars (\$1,000,000)** with respect to bodily injury or death to any one person and not less than **one million dollars (\$1,000,000)** with respect to bodily injury or death from any one accident, incident, occurrence and against claims for damage to property (excluding fire) therefrom, a limit of not less than **one million dollars (\$1,000,000)**.
 3. All insurance agreements shall contain provisions that the insurer will not cancel any such policy without first giving thirty (30) days notice in writing to the Owner. All such policies shall include written notification to Owner of cancellation or restrictive amendment
 4. Prior to the effective date of this Agreement, the Operator shall furnish the Owner with certificates evidencing the insurance required by this Agreement, and all policies shall be open to inspection upon

request by any attorney involved on behalf of the Owner in the investigation, prosecution, or settlement of any claims to which the Owner is a party and to which the inspection of the insurance policy is pertinent.

- d. **Workmen's Compensation:** The operator shall provide and maintain all Workmen's Compensation insurance as required by Massachusetts law.
- e. **Security for Performance:** The Operator shall furnish to the Owner at the time of the execution of this Agreement a Security Bond in the amount of Fifteen Thousand Dollars (\$15,000) to guarantee the good faith performance of this Agreement. The security bond shall be for the full term of this Agreement and shall be issued by a surety company qualified to do business in Massachusetts.
- f. **Premiums:** Premiums for any bonds, insurance policies, or other agreements required by this Agreement shall be paid by the Operator.

5. PAYMENT

a. Bid Amounts:

- 1. The Operator shall pay to the Owner one third of their Price Proposal each year. Payments are due May 1, 2012, May 1, 2013 and May 1, 2014. If a lease is executed after May 1, 2012, the first payment will be due two business days after the date of execution.
- 2. The lease payments are for Summer Operation of the sites known as Good Harbor Beach and Wingaersheek Beach.

b. **Manner of Payment:** All payments made under this Agreement shall be made by Certified Check made payable to the City of Gloucester.

c. **Delivery of Payment:** Payment to the Owner shall be delivered in person or by registered mail to the Director of Public Works, as the Authorized Representative of the Owner.

d. **Apportionment:** In the event of a fire or unavoidable casualty which precludes operation of the concessions under this Agreement, the Owner and Operator agree that a fair apportionment of the Operator's payments under this Agreement shall be made.

e. **Failure to Pay:** Neglect or failure to pay on the part of the Operator shall be sufficient grounds for the immediate termination of this Agreement and the Owner shall be free in such cases to award a new contract to a third party without incurring any liability to the Operator.

6. DEFAULT, TERMINATION

a. **Event of Default Defined:** An event of default under this Agreement shall mean and include:

- 1. Failure by the Operator to comply with any of the provisions of this agreement, or with any law, rule or regulation, or any order of the Director of Public Works pertaining to the showers, restrooms or concessions, said failure continuing more than twenty-four (24) hours after the Operator's receipt of written notice of such failure from the Director of Public Works.
- 2. The dissolution or liquidation of the Operator or the filing by the Operator of a petition in bankruptcy or to be adjudicated a bankrupt entity, or any assignment for the benefit of creditors, or any efforts by the Operator to take advantage of any insolvency act.
- 3. Any limitation or cessation of operation by the Operator as a result of any legal action taken against the Operator.
- 4. Failure of the Owner to comply with any provision of this Agreement.

b. **Remedies of the Owner Upon Default by Operator:** If the Operator shall commit an event of default, the Owner shall have, in addition to any other rights or remedies it may have under this Agreement or under law, the following rights and remedies:

- 1. The Owner may terminate this Agreement at its option, such option to be exercised by written notice to the Operator.
- 2. If the event of default is a dissolution, a filing of a petition in bankruptcy, etc. as described in Section 6.a.2 then termination shall be effective on the date of such dissolution, filing, etc.
- 3. The Owner, in addition to termination of this Agreement, may retain any monies held by or for it, including the security bond in the amount provided in Section 4.e, said monies and bond to be retained by the Owner not as a penalty but as reimbursement for monies expended in preparing the designated site for the use of the Operator and for the loss which would be sustained by the Owner as a result of the termination of this Agreement.

c. **Remedies of the Operator Upon Default by Owner:** If the Owner shall commit an event of default, the Operator shall have, in addition to any other rights or remedies it may have under this Agreement or under law, the right to terminate this Agreement if said event of default shall continue for thirty (30) days following written notice to the Owner from the Operator specifying such event of default. **Sole remedy of the Operator in law or equity.**

d. **Forfeiture of Rights:** In the event that this Agreement terminates as herein provided, all rights of the Operator herein shall be forfeited without any claim for damages against the Owner, its officers, and employees.

- e. **No Waiver:** The failure of either party to insist in any one or more instances upon strict performance by the other of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver or relinquishment of any such right or of the right to enforce such performance.
- f. **Surrender of Designated Site:** Upon the termination of this Agreement, whether caused by expiration or default, the Operator shall quit and surrender the designated site and all property therein belonging to the Owner; such designated site and property to be surrendered in the same condition, less reasonable wear and tear, as when the Operator took possession thereof. Only such articles shall be removed by the Operator at the time of surrender as are deemed to be its personal property and do not otherwise become the property of the Owner under the terms of this Agreement.

7. MISCELLANEOUS

- a. **Incorporation of Specifications, etc.:** The Request for Proposal, the Notice of Award, Proposal Forms, Price Proposal Form, Specifications, Addenda and the Proposer's response(s) thereto are hereby incorporated into this Agreement by reference and shall be considered a part of the Agreement between the Owner and Operator.
- b. **Compliance with Applicable Law:** The Operator shall comply with all applicable provisions of federal, state, and local law, ordinance and regulation, including but not limited to the payment of all taxes and the securing of all permits or licenses necessary to the conduct of the Operator's business. Health certificates for employees, where required, shall be secured and posted in a conspicuous place on the premises.
- c. **Modification:** This Agreement may be modified from time to time by a duly executed written agreement between the Owner and Operator.
- d. **Notice:** Notice required by the terms of this Agreement or other communications relating to this Agreement shall be given in writing and shall be deemed to have been duly given if given by mailing a copy of such notice or communication by registered or certified mail to the Director of Public Works in the case of the Owner, and in the case of the Operator, to the address provided by the Operator in its bid for this Agreement or any other address duly filed for that purpose by the Operator with the Director of Public Works; notice may also be given by hand by delivering a copy of such notice to the Director of Public Works, Poplar Street, Gloucester, Massachusetts in the case of the Owner, and, in the case of the Operator, to the Operator or the manager of its contract, authorized representative or any other person in charge of operations at the designated site.
- e. **Assignment of the Agreement:** The Operator shall not sell, assign, transfer, mortgage, or parcel out the license hereby granted, nor any equipment used in the exercise of this license, nor any interest therein, nor consent, allow or permit any other person or party to use any part of the premises or spaces covered by this Agreement; nor shall this Agreement be transferred by operation of law, it being the purpose and intent of this Agreement that the rights and privileges under this Agreement are granted solely to the Operator named herein.
- f. **Severability:** If any one or more of the provisions of this Agreement is held to be contrary to law, then such provision or provisions shall be deemed severable from and shall in no way affect the validity of the remaining provisions.
- g. **Governing Law:** This Agreement is made in the Commonwealth of Massachusetts and shall be governed by the laws thereof.
- h. **Relationship of the Parties:** No party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party and nothing in this Agreement shall be deemed to constitute either party a partner, agent, or representative of the other party or to create any fiduciary relationship between the parties.
- i. **Counterparts of the Agreement:** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

8. SPECIFICATIONS AND GENERAL CONDITIONS

- a. **Applicability to All Sites:** Unless otherwise indicated by the content of a specific provision, the specifications and conditions of this article shall be deemed applicable to each site of operation, Good Harbor Beach and Wingaersheek Beach.
- b. **Alcoholic Beverages Prohibited:** No alcoholic liquors or fermented beverages shall be sold or consumed upon the premises.
- c. **Equipment:** The Operator shall, entirely at his expense, furnish, provide, and install all equipment necessary to his operations which is not installed at the date of the execution of this Agreement. All plans and specifications, including locations of equipment, for equipment to be so installed by the Operator shall be submitted to the Director of Public Works for approval, in writing, prior to installation and use and it is the responsibility of the Operator to ensure that such equipment is duly inspected and approved by all relevant state and local regulatory bodies. The operator shall not place equipment, containers, or similar items outside the concession facility or enclosed sotrage area without the approval in writing by the Director of Public Works.
- d. **Utilities:** The Operator shall assume and be entirely responsible for all costs of and relating to utilities, including but not limited to the full water, sewer, gas, telephone, security alarm, and electricity. These costs also shall include the cost of opening operations in the Spring and of closing operations in the Fall; and any extended opening time

- for required owner repairs. Fall closing is not to be deemed completed until the Operator has drained all water piping and the building has been inspected by the Public Properties Division of the DPW at the Operator's request.
- e. **Sewer at Wingaersheek:** *At the present time Wingaersheek has a tight tank that requires pumping by the City therefore the Operator shall pay sewer charges based on their water usage.*
- f. **Dispensing Containers:** The Operator shall use only biodegradable paper plates, cups or other containers or accessories for the purpose of dispensing refreshments. Under no circumstances are glass, styrofoam, polystyrene or plastic containers or accessories to be used for such dispensing of service by the operator or other contractors.
- g. **Site Cleaning and Rubbish Disposal:** The designated site shall be kept clean and adequately maintained at all times. All waste, garbage, and rubbish generated by concession operations shall be deposited regularly in designated containers, provided by the owner, outside of the building in which the operations are conducted. At the close of business each day, all remaining waste, etc., shall be so deposited. The Operator shall make every reasonable effort to maintain the premises in a manner which eliminates flies, ants, and other insects and pests. The Operator shall maintain in a clean and orderly manner an area within a fifty (50) foot radius of the **perimeter of the building**, to include inside of and around the dumpster enclosure structure. The Operator may provide its own trash receptacles outside of and adjacent to the building, and shall be responsible for the removal and disposal of all trash, waste, and rubbish collected therein. All trash receptacles for customer use shall also be cleaned and stored in the concession facility or the enclosed storage area. Failure by the Operator to fulfill this condition shall entitle the Owner to enter in or upon the premises to clean the area and to recover the cost of such cleaning from the Operator. The Operator shall deliver, with the first lease payment, a \$500 refundable deposit to be utilized by the Owner if the Operator fails to remove all their equipment at the end of the lease and maintain the area.
- h. **Parking Facilities:**
1. Operation of the parking facilities adjacent to the designated site and owned by the Owner shall remain in the Owner's direct control and may be affected by changes in municipal policy.
 2. NO GUARANTEE IS HEREIN EXPRESSED OR IMPLIED that existing conditions will prevail and the operation of said parking facilities will not be a matter of discussion or negotiation with regard to this Agreement or its economic impact upon the Operator.
 3. Employees of the Operator shall use the *designated public parking areas* adjacent to the designated site and shall not park in such a manner as to block access to the designated site or to the beach by Emergency vehicles, maintenance vehicles or vendors.
 4. There shall be NO parking around the designated site (building).
 5. Employees of the Operator shall have a current City of Gloucester vehicle beach sticker in order to enter and park in the vehicle parking lot.
 6. At Good Harbor beach the pipe gate between the parking lot and the concession building shall be kept closed except for limited periods for deliveries, loading and unloading activities.
- i. **Operating Schedule:** The applicable months, days, and hours of operation are as follows:
The concessions *may* be in operation during the months of May and September, and *shall* be in operation daily from Memorial Day to Labor Day, weather permitting. The hours of operation shall be from 9:00 a.m. to 6:00 p.m., with the option to open at 8:00 a.m. and/or to stay open no later than 8:00 p.m. from Memorial Day to Labor Day, weather permitting. **If the concession is in operation, the showers and restrooms must be open.** The restroom facilities, with all utilities, may be made available for special events from April 1 to May 31 and from September 1 to October 31. A nominal fee to cover the cost of supplies and an attendant may be assessed to the using organization.
- j. **Suspension of Operation:** The Operator, at his discretion, may temporarily suspend operation due to inclement weather. In the event of such suspension, the hours of operation lost due to the suspension may be recovered through the extension of operating hours. **If the Parking Lot is attended, the concession, showers and restrooms must be open.**
- k. **Inspection and Work by Owner:** The Owner or its Authorized Representative or agent shall have the right at any and all reasonable times to enter and inspect the designated site, and to perform required repair, maintenance, and alterations.
- l. **Signs:** The Operator shall not attach to the building or install on any location on the designated site any display signs or other advertisement without the prior written approval of the Authorized Representative. Any substantial change in existing signs shall also require such prior written approval. The Operator will install signs outside the concession areas with the name, telephone number and address of the Operator for complaints. The style and content of signs will be expected to conform to the design and materials standards established for all beaches and parks by the Department of Public Works.
- m. **Repairs, Alterations, and Maintenance:** The Operator shall not make any changes, additions, or improvements in the concession buildings unless such work has received the prior written approval of the Authorized Representative. All such work shall be performed solely at the Operator's expense and any article or equipment affixed, attached, or built into the building by the Operator shall be surrendered to and become the property of the Owner at the termination of this Agreement, regardless of the cause of said termination, unless otherwise agreed to

- in writing by the Owner prior to the placing of such articles on the premises or the performance of such work. The Operator, at its own expense, shall perform all needed food service equipment repairs and alterations or changes to the interior of the building initiated for business reasons (not maintenance or repair) The Owner, at its own expense, shall perform all needed routine and capital maintenance including plumbing, electrical, and carpentry; and shall maintain and be responsible for both the interior and exterior of the building. If the City is required to complete repairs due to the negligence of the Operator, the cost may be billed to the Operator. The Operator must notify the Owner regarding a request for repairs. If an emergency concession or restroom area repair is required, and the Operator is not able to contact an authorized representative of the Owner, the Operator shall contact the emergency vendor from a list provided by the Owner. The Operator should notify the Owner as soon as possible of the emergency and its actions. In addition to the maintenance duties otherwise provided, the Operator shall be responsible for removing shutters from the building in the Spring and replacing shutters on the building in the Fall.
- n. The Operator of the Good Harbor Beach and/or Wingaersheek Beach site shall observe and fulfill the following special conditions:
1. In addition to the Operator's duties in Section 6 -4 of this agreement, the Operator of Good Harbor Beach and Wingaersheek Beach shall cause to be included in the insurance provided and maintained by it under this Agreement adequate and sufficient insurance to protect the Owner from loss or other property damage by vandalism or other causes.
 2. Under the terms of this Agreement, the Operator of Good Harbor and/or Wingaersheek shall be entitled to the use and control of the main store or refreshment room, and storage areas contained therein. Free public access to the surrounding walkways shall be maintained by the Operator and the Operator shall be responsible for maintaining this area in a clean manner.
 3. The Operator shall allow employees of the Owner the use of installed telephone facilities for the conduct of official business.
 4. At Good Harbor the Operator may also use and control the attached outside accessed storage area on the north side of the building. At Wingaersheek the Operator may use and control the attached outside accessed storage areas (2) on the north side of the building.
 5. The Department of Public Works is committed to the *City of Gloucester Open Space and Recreation Plan, 2010-2017*, and the *City of Gloucester Beach management Plan, 2007*, and expects the operator and others to uphold and seek to conform to the goals and principles contained in these documents. The Department of Public Works also expects, consistent with the above plans, to undertake in collaboration with the surrounding community the development of a *Good Harbor Beach Enhancement Plan* containing overall design and development objectives for the beach, dunes, walkways, buildings, parking lots, and signage coupled with proposed guidelines for beach management and use, including environmental protection, which the operator and others will be asked to uphold.

The restrooms and showers will be cleaned on an hourly basis in accordance with the attached check list of cleaning tasks and may be closed for up to 10 minutes each hour for the cleaning process. The Operator will maintain a cleaning log for each of the restrooms. As the restrooms are cleaned each hour, the person responsible for the cleaning will sign off on the log, indicating that the restrooms have been cleaned and serviced. These logs will be kept on file for the season and may be inspected by the DPW Director or his representative at any time during the season. If, at any time, a specific problem is identified by the public or City personnel that requires immediate attention such as a clogged toilet or lack of toilet paper, the Operator will respond immediately to resolve the problem. If the problem cannot be resolved by the Operator without the assistance of the City, the Facilities Division of the DPW shall be immediately notified that a problem exists that needs their attention. Failure to comply with the cleaning requirements of this contract may result in forfeiture of the overall contract.

CLEANING DUTIES AND RESPONSIBILITIES

- UNLOCK AND OPEN THE SHOWERS AND MEN'S AND LADY'S ROOM DOORS AT THE BEGINNING OF THE DAY
- SWEEP FLOOR AS NEEDED THROUGHOUT THE DAY
- CLEAN AND WIPE DOWN ALL SINKS AND FAUCETS AS NEEDED THROUGHOUT THE DAY
- CLEAN ALL TOILET BOWLS AND TOILET SEATS AS NEEDED THROUGHOUT THE DAY
- CLEAN ALL URINALS AS NEEDED THROUGHOUT THE DAY
- MONITOR FEMININE NAPKIN DISPOSAL CONTAINERS THROUGHOUT THE DAY AND CHANGE AS NEEDED
- MONITOR TOILET PAPER HOLDERS THROUGHOUT THE DAY AND RESTOCK WHEN NEEDED
- CLEAN SHOWER AREAS AS NEEDED THROUGHOUT THE DAY
- CLEAN SAND TRAPS IN SHOWERS AT GOOD HARBOR AND WINGAERSHEEK DAILY
- CLEAN AND MAINTAIN AREAS AROUND THE OUTSIDE OF THE RESTROOMS AND CONCESSION AREA THROUGHOUT THE DAY
- AFTER FINAL CLEANING OF THE DAY, MAKE SURE THERE IS ENOUGH TOILET PAPER IN PLACE TO START OFF THE NEXT DAY.
- CHECK SHOWERS BEFORE LEAVING AND MAKE SURE NONE OF THE VALVES ARE STUCK IN THE "ON" POSITION
- CHECK TOILETS FREQUENTLY FOR CLOGGING. IF CLOGGED ATTEMPT TO CLEAR WITH PLUNGER. IF UNABLE TO CLEAR THE BLOCKAGE, CONTACT THE DPW IMMEDIATELY
- AT THE END OF THE DAY, LOCK THE MEN'S AND LADY'S ROOM DOORS BEFORE LEAVING
- HOURS OF OPERATION: SEE OPERATING SCHEDULE PAGE 12

CONTRACT SIGNATURES:

In witness thereof, the parties to these present have hereunto set their hands and seals.

Authorized Agent of the City:

The undersigned hereby certifies under pains and penalties of perjury that this contract is executed in accordance with a prior approval of the City and that all of the applicable provisions of M.G.L. c.149, §44J have been complied with.

	Date	Telephone
_____ Authorized Signature - Mayor Kirk	_____	978-281-9700
_____ Contract Manger - Mark Cole	_____	978-281-9785
_____ Purchasing Agent- Donna Compton	_____	978-281-9710

Certification of Awarding Authority Auditor/Accountant:

The undersigned hereby certifies that an officer or agent of the Awarding Authority has been authorized to execute this contract and to approve all requisitions and change orders.

_____ Auditor – Kenny Costa	_____	978-281-9730
--------------------------------	-------	--------------

Date

Approval of Legal Counsel of Awarding Authority as to form:

The undersigned hereby approves this contract as to matters of form.

_____ General Counsel – Suzanne Egan	_____	978-281-9727
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Date

Contractor's Authorized Signatory

The undersigned hereby certifies under pains and penalties of perjury that the Contractor is not presently debarred from doing pubic construction work in the Commonwealth.

_____ Authorized Signature - Contractor	_____ Title	_____ Date
_____ Print or Type Name	_____ Telephone	_____ Fax
_____ Name of Company	_____ Email Address	
_____ Business Address		

SUCCESSFUL PROPOSER ONLY

A COPY OF THIS FORM IS TO BE RETURNED TO THE PURCHASING DEPARTMENT WITH YOUR SIGNED CONTRACT. THE PROPOSER WILL SUBMIT THE FORM TO DCAM.

SUCCESSFUL PROPOSER DISCLOSURE OF BENEFICIAL INTEREST IN REAL ESTATE

MGLc 7, S 40J, requires disclosure of all beneficial interests in real property acquired or disposed of by a public agency. The selected proposer's disclosure of beneficial interests must be filed with the Commissioner of the Division of Capital Asset Management (DCAM). No contract to lease or sell property is valid until the buyer or lessee files this form with DCAM. A form for this purpose is attached. An updated disclosure form must be filed within 30 days of any change in beneficial interests during the lease term.

Disclosure of Beneficial Interests in Real Prop. Transaction

This form contains a disclosure of the names and addressees of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by MGLc 7 Sec. 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

- | | | |
|--|---|---|
| 1. Public agency involved in this transaction: | City of Gloucester, MA. | |
| 2. Complete legal description of the property: | Good Harbor Beach Concession
99 Thatcher Road
Gloucester, MA. 01930 | Wingaersheek Beach Concession
232 Atlantic Street
Gloucester, MA. 01930 |

3. Type of transaction: Sale: N/A Lease or rental from City of Gloucester, Ma.

a. Seller: N/A Lessor: City of Gloucester, Ma.

b. Purchaser N/A Lessee:

4. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. **Note:** If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.

Name

Address

_____	_____
_____	_____
_____	_____

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name

Title or position

5. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item #1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item #4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

Signature

Date

Printed name

Title

ATTACHMENT A

ASSESSORS INFORMATION



CITY OF GLOUCESTER

GLOUCESTER, MASSACHUSETTS - 01930

OFFICE OF THE ASSESSORS

October 13, 2011

To: Donna Compton, Purchasing Agent

From: Gary Johnstone, Assessor

Re: Good Harbor Beach Concessions Lease

The Good Harbor Beach Concession is situated on the property noted as 99 Thatcher Road (Map 184 and Lot 3). The structure is a 1930 concrete block building of below average quality which is in average condition and features approximately 1,872 square feet of area with an additional 432 square feet of canopy area and with parking for approximately 950 vehicles.

Rental or lease data for similar concession properties is reasonably limited and difficult to find as there are only two beach concessions within the community and as few nearby communities have similar beach concessions. The adjacent community of Manchester-By-The-Sea currently leases a concession at Singing Beach for a three season term starting in 2011 at \$16,000 for the 1st year, \$18,000 for the 2nd year and \$20,000 for the 3rd and final season with these figures up slightly from the previous three year term and this lease considered of lesser value as the beach is less significant in terms of overall use. The nearby community of Marblehead leases a beach concession at Deveraux Beach for a five season term starting 2012 at \$38,000 per season with these figures up slightly from the previous five year term and this lease considered of greater value as the concession benefits from beach and non beach customers due to the concession being oriented adjacent to a traveled roadway. The concession at Wingaersheek Beach in Gloucester is considered slightly inferior in overall value as the site has less parking and generally lower attendance had previously been leased for a three season term at a figure of \$86,001 or \$28,667 per year which appeared to have been at market. The subject concession at Good Harbor Beach had previously been leased for a three season term which ended in 2011 at a figure of \$96,000 or \$32,000 per year which appeared to be at a reasonable market rate. Given the limited lease data, it is the opinion of the assessing staff that the prior lease figures would be the most reasonable and appropriate lease indicators for the subject property with significant support provided from the other concession lease within the community at Wingaersheek beach. It is recommended that the concession lease amount for the Good Harbor Beach Concession would be in the range of \$30,000 to \$34,000 per year or in the range of \$90,000 to \$102,000 for a three year term.

Respectfully submitted,


Gary I. Johnstone, Assessor

9 Dale Avenue - Gloucester, MA 01930
telephone - (978) 281-9715

Monday - Wednesday & Friday 8:30 am - 4:00 pm
Thursday 8:30 am - 6:30 pm
Memorial Day to Labor Day Close @ 12:30 Friday



CITY OF GLOUCESTER

GLOUCESTER, MASSACHUSETTS - 01930

OFFICE OF THE ASSESSORS

October 13, 2011

To: Donna Compton, Purchasing Agent

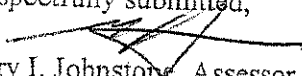
From: Gary Johnstone, Assessor

Re: Wingaersheek Beach Concessions Lease

The Wingaersheek Beach Concession is situated on the property noted as 232 Atlantic Street (Map 256 and Lot 52). The structure is a 1958 concrete block building of below average quality which is in fair condition and features approximately 2,763 square feet of area with an additional 1,150 square feet of canopy area and with parking for approximately 650 vehicles.

Rental or lease data for similar concession properties is reasonably limited and difficult to find as there are the only two beach concessions within the community and as few nearby communities have similar beach concessions. The adjacent community of Manchester-By-The-Sea currently leases a concession at Singing Beach for a three season term starting in 2011 at \$16,000 for the 1st year, \$18,000 for the 2nd year and \$20,000 for the 3rd and final season with these figures up slightly from the previous three year term and this lease considered of lesser value as the beach is less significant in terms of overall use. The nearby community of Marblehead leases a beach concession at Deveraux Beach for a five season term starting 2012 at \$38,000 per season with these figures up slightly from the previous five year term and this lease considered of greater value as the concession benefits from beach and non beach customers due to the concession being adjacent to a traveled roadway. The concession at Good Harbor Beach in Gloucester is considered slightly superior as the site affords greater parking and generally higher attendance had previously been leased for a three season term which ended in 2011 at a figure of \$96,000 or \$32,000 per year which appeared to be at a reasonable market rate. The subject concession at Wingaersheek Beach had previously been leased for a three season term at a figure of \$86,001 or \$28,667 per year which appeared to have been at market. Given the limited lease data, it is the opinion of the assessing staff that the prior lease figures would be the most reasonable and appropriate lease indicators for the subject property with significant support provided from the other concession lease within the community at Good Harbor Beach. It is recommended that the concession lease amount for the Wingaersheek Beach Concession would be in the range of \$27,000 to \$31,000 per year or in the range of \$81,000 to \$93,000 for a three year term.

Respectfully submitted,


Gary I. Johnstone, Assessor

9 Dale Avenue - Gloucester, MA 01930
telephone - (978) 281-9715

Monday - Wednesday & Friday 8:30 am - 4:00 pm
Thursday 8:30 am - 6:30 pm
Memorial Day to Labor Day Close @ 12:30 Friday



CITY OF GLOUCESTER

POLICE DEPARTMENT
197 MAIN STREET
GLOUCESTER, MA 01930

To: Jim Duggan, Chief Administrative Officer
From: Chief Mike Lane
Re: Request to accept grant funds
Date: October 26, 2011

Dear Jim,

Recently, the Gloucester Police Department received notification that we will receive an award under the fiscal year 2011 Bulletproof Vest Program, sponsored by the U. S. Dept of Justice. As you may recall, we applied for this grant earlier this year and have received it annually for the past decade.

This year, we have applied for and received \$ 7, 133.75 from the Program. These funds have been deposited into our account in the BVP system. This will allow 17 officers to replace bulletproof vests that have expired, as the life span of a vest is 5 years.

Shortly, we will be notifying the Mass. Executive Office of Public Safety and Security of our intent to purchase 17 vests, at which point they will award a 50% match cash award. Included with this letter is a copy of the award letter, an informational sheet, and a chart showing our award amount.

I am requesting that you include this letter and accompanying paperwork in the Mayors Report so that it may be submitted to the Budget and Finance Subcommittee for discussion and a recommendation to the full City Council that they vote to accept the grant. Please contact me should you have any questions. Thank you.

Chief Mike Lane



Home | Login | Site Map | Contact Us

Bulletproof Vest Partnership



The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement.

Since 1999, over 13,000 jurisdictions have participated in the BVP Program, with \$277 million in federal funds committed to support the purchase of an estimated 800,000 vests. The Office of Justice Programs' Bureau of Justice Assistance (BJA) administers the BVP Program.

News: The Bureau of Justice Assistance is pleased to announce the Fiscal Year 2011 BVP funds are available for use. The FY 2011 award funds may be used for the latest National Institute of Justice (NIJ) compliant armored vests which are ordered on or after April 1, 2011. The deadline to request payments from the FY 2011 award funds is August 31, 2013, or until all available 2011 awards funds have been requested.

The complete list of FY 2011 BVP awards can be viewed [here](#).

NEW! UPDATED Mandatory Wear FAQs

Following two years of declining law enforcement officer line-of-duty deaths, the country realized a dramatic 37 percent increase in officer deaths in 2010. Fifty-nine of the 160 officers killed in 2010 were shot during violent encounters; a 20 percent increase over 2009 numbers. The U.S. Department of Justice is committed to improving officer safety and has undertaken research to review and analyze violent encounters and law enforcement officer deaths and injuries. Due to the increase in the number of law enforcement officer deaths, coupled with our renewed efforts to improve officer safety, beginning with FY 2011, in order to receive BVP funds, jurisdictions must certify, during the application process, that all law enforcement agencies benefiting from the BVP Program have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before any FY 2011 funding can be used by the agency. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. BJA strongly encourages agencies to consult the International Association of Chiefs of Police's Model Policy on Body Armor and to strongly consider all recommendations within that policy. This policy change was announced in October 2010 by Attorney General Holder after consulting with and receiving input from the law enforcement community.

The IACP has very generously provided both its Body Armor Model Policy and position paper to the BVP program. In order to obtain a copy of the Model Policy and position paper, jurisdictions must be registered with the BVP program. To obtain a copy of the Model Policy, contact the BVP Customer Support Center at 1-877-758-3787 or email vestis@usdoj.gov.

For additional information regarding this new BVP

Body Armor Safety Initiative



Body Armor Safety Initiative - An initiative of U.S. Department of Justice. In response to concerns from the law enforcement community, the Department of Justice (DOJ) announced an initiative to address the reliability of body armor used by law enforcement personnel and to examine the future of bullet-resistant technology and testing. As part of this initiative, the National Institute of Justice (NIJ) has examined Zylon®-based bullet-resistant vests (both new and used) and is reviewing the process by which bullet-resistant vests are certified.

Body Armor Labels: When In Doubt Check It Out
(Click [here](#) for additional information)

NEW 04/07/2011: NIJ Body Armor Advisory Notice

- [Galls model ABAF \(Apr. 1, 2011\)](#)
- [Galls model CHIAF \(Apr. 1, 2011\)](#)
- [PACA model AIF \(Apr. 1, 2011\)](#)
- [Galls model AIF \(Apr. 1, 2011\)](#)
- [Galls model AIF \(Apr. 1, 2011\)](#)
- [PACA model CHIAF \(Apr. 1, 2011\)](#)

Note: BVP Program participants that have ordered, but have not as yet received, any units of the above listed models of body armor, should contact the manufacturer immediately.

Previous National Institute of Justice Body Armor Alerts

12/22/2010:

- [Pacific Safety Products, Inc. Model 08UG2A8H](#)
- [GH Armor Systems Model 08UG2A8H](#)

5/28/2008:

- [Model TBL II S&XF](#)
- [Model MFS&F-06](#)
- [Model NFORCE II S&XF-06](#)

8/25/2008: [New National Institute of Justice Body Armor Standard 0101.06](#)

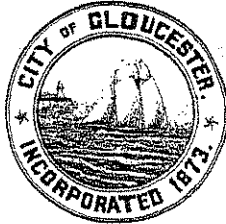
2/20/2008: [Bullet-Resistant Body Armor Models Removed from NIJ Body Armor List](#)

[National Institute of Justice Body Armor Safety Initiative Website](#)

[Body Armor Safety Initiative Archive](#)

****All media contacts should be directed to the Office of Justice Programs, Office of Communications.**

City Hall Annex
Three Pond Road
Gloucester, MA
01930



TEL 978-281-9771
FAX 978-281-9729
mschenk@gloucester-ma.gov

CITY OF GLOUCESTER
HEALTH DEPARTMENT

MEMORANDUM

TO: Mayor Carolyn Kirk

THRU: Max Schenk, Interim Health Director

FROM: Stephen Winslow, Senior Project Manager

COPY: Sarah Garcia, Community Development Director

Re: Get Fit Gloucester!

Application for the Strategic Alliance for Health Mentoring Project
Boston Public Health Commission

DATE: October 21, 2011

The Health Department is pleased to report that the Get Fit Gloucester! program has been selected to receive a grant for \$25,000 from the Boston Public Health Commission (BPHC) and hereby requests the City Council accept the grant on behalf of the City and authorize the Mayor to enter into a grant contract with BPHC.

The BPHC receives Center for Disease Control that allows BPHC to provide mentoring and support for health initiatives such as Get Fit Gloucester! (Note: this program requires the funding go through the Health Department).

The \$25,000 in funds will be used for the following purposes:

1. Provide funding for the Get Fit Gloucester! Project Manager position for an additional 3 month period until September 30, 2012¹;
2. Support the Cape Ann Farmer's Market Backyard Growers program that has been working with the Open Door Food Pantry, Pathways for Children and the School Department to expand garden opportunities for low-income residents in Gloucester; and
3. Provide additional funding to the Cape Ann YMCA Youth Clean Team in order to hire additional youth to focus on stewardship of parks, playground and open space areas within the City.²

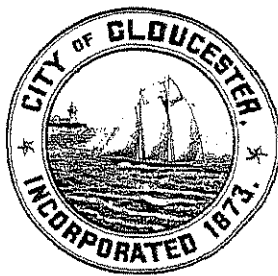
¹ The Mass in Motion program recently informed the Community Development Department that funding for this position will be available through at least June 30, 2012.

² Please note that the MA DPH informed Get Fit Gloucester! of this grant opportunity on August 2, 2011 leaving limited time to assess whether Gloucester could apply, prepare a draft application, secure internal and external support. As a result, the application needs to be submitted before City Council review,

RECEIVED

OCT 24 2011

Mayor's Office



City of Gloucester
Grant Application and Check List

Granting Authority: State _____ Federal _____ Other XX

Name of Grant: Strategic Alliance for Health Mentoring Project

Department Applying for Grant: Health Department

Agency-Federal or State application is requested from: Boston Public Health Commission

Object of the application: Get Fit Gloucester!

Any match requirements: None

Mayor's approval to proceed: *[Signature]* 11/9/11
Signature Date

City Council's referral to Budget & Finance Standing Committee: _____
Vote Date

Budget & Finance Standing Committee: _____
Positive or Negative Recommendation Date

City Council's Approval or Rejection: _____
Vote Date

City Clerk's Certification of Vote to City Auditor: _____
Certification Date

City Auditor:
Assignment of account title and value of grant: _____
Title Amount

Auditor's distribution to managing department: _____
Department Date sent

NOTE: A copy of all grant paperwork must be submitted to the Auditor's Office

FORM: AUDIT GRANT CHECKLIST - V.1



**City of Gloucester
Grant Application and Check List (Continued)**

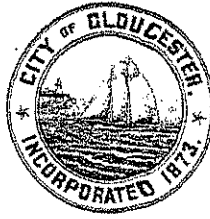
The following are documents needed by the Auditing Office for grant account creation:

1. Grant Application
2. Grant Award Letter/Standard Contract Approval Form
3. Council Order Approval
4. Original Grant Account Budget as approved by Grantor
5. Amended Grant Account Budget as approved by Grantor (if applicable)
6. Any additional information as requested by the Auditing Department

Note: All documents must be complete signed copies.

Please attach the following documents with the Grant Application and Check List and send to the Auditors' Office.

City Hall
Nine Dale Avenue
Gloucester, MA 01930



CITY OF GLOUCESTER
OFFICE OF THE MAYOR

TEL 978-281-9700
FAX 978-281-9738
ckirk@gloucester-ma.gov

August 31, 2011

Megan McClaire, Public Health Prevention Specialist,
Chronic Disease Prevention and Control Division
Boston Public Health Commission
1010 Massachusetts Avenue, 6th Floor
Boston, MA 02118
Via e-mail: mmcclaire@bphc.org

Re: Get Fit Gloucester!
Application for the Strategic Alliance for Health Mentoring Project

Dear Ms. McClaire:

The City of Gloucester is pleased to submit this application for technical assistance and mentoring to Boston's Strategic Alliance for Health Mentoring Project. In 2009 our City launched the Get Fit Gloucester! program with the support of the Department of Public Health's Mass in Motion program. Our Get Fit Gloucester! Partners undertook a community assessment using the CDC's CHANGE tool and developed a Community Action Plan that various partners and the City have begun to implement. BPHC's assistance will allow Gloucester to further bolster and improve this important initiative.

Max Schenk the City's Interim Health Director will be the City's lead contact for the grant application. If you have any further questions regarding this application please contact Mr. Schenk or Stephen Winslow, *Get Fit Gloucester!* Project Manager at 978-281-9781.

Sincerely yours,

Mayor Carolyn Kirk

cc: Max Schenk, Health Department
Sarah Garcia, Community Development Director

Application for the Strategic Alliance for Health Mentoring Project

Cover Sheet

Name of Organization: City of Gloucester Health Department

Address: 3 Pond Road, Gloucester MA Zip Code: 01930

Contact for Program Information:

Name: Stephen Winslow Position: Senior Project Manager

Phone: 978-281-9781 Email: swinslow@gloucester-ma.gov Fax: 978-281-9779

Contact for Fiscal and Contract Information:

Name: Max Schenk Position: Interim Health Director

Phone: 978-281-9771 Email: mschenk@gloucester-ma.gov Fax: 978-281-9729

Proposal submitted by: (must be authorized signatory)

Name: Carolyn Kirk Position: Mayor

Phone: 978-281-9700 Email: ckirk@gloucester-ma.gov Fax: 978-281-9738

Signature:  Date: _____

Amount of Funding Requested: \$25,000.00

City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

Project Narrative (not to exceed 10 pages, double spaced, 12 point font, 1" margins):

1. Community & Organization Overview

The City of Gloucester has a population of 27,598 (2010 Census) with increasing populations of 787 Hispanics (2.9%), 239 African-Americans (0.9%) and 258 Asians (0.9%). Gloucester's estimated poverty rate in 2009-2010 was 8.8% slightly higher than the state average at that time of 7.7%.

The Gloucester Health Department conducts Youth Risk Behavior Surveys of public school students every two years and less frequent assessments of the adult population. Funding comes from Healthy Gloucester Collaborative Funds and through the Northeast Health System. Those surveys have indicated that Gloucester residents struggle with their weight and related chronic diseases (56.6%) at a rate greater than the state average (54.5%) according to the Department of Health and Human Services. They are also less physically active (44.7%) and eat less fruits and vegetables (26.8%) than the state average. Locally, over half (54.8%) of respondents to the GCHNA Survey indicated they were *slightly overweight* or *very overweight*, and a slightly smaller proportion (50.9%) of respondents indicated that they were *trying to lose weight*.

Over a quarter (28.3%) of Gloucester High School students indicated that they were *slightly overweight* or *very overweight*. Compared to other food choices, such as fruit, vegetables, or dairy, more GHSI students reported drinking sweetened drinks (60.0%) or eating food like cookies, cake or french fries (52.1%). 78.7% of adults responding to the survey reported that they participated in physical activity outside of work in the last 30 days. In 2009, 56% of Gloucester high school students reported 60 or more minutes of physical activity on at least 5 days in a week, a rate higher than the state average of 41%. Of note is how physical activity declined with/age grade, with 65% of 9th graders meeting the recommended activity level, down to 62% of 10th graders, 54% of 11th graders, and 46% of 12th graders. This is a substantially lower proportion than Gloucester's Healthy People 2010 objective of 85% and a decline of 4% from 2005.

City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

There are a number of well-known health consequences for individuals who are overweight or obese, including: hypertension, osteoarthritis, type II diabetes, heart disease, stroke, and respiratory problems. 39.3% of respondents to the GCHNA survey reported that they had been told by a health professional that they had high blood pressure. 9.2% of respondents reported that they were told by a health professional that they had diabetes.

Several key observations came out of the CHANGE assessment the Get Fit Gloucester Partnership conducted in 2010. Dr. Brian Orr from Cape Ann Pediatrics, the City's largest pediatric practice, has been tracking Body Mass Index (BMI) data for over 10 years. He has observed that the big leaps in BMI often occur in 2nd and 3rd grade children. He theorized that this is a critical age where children go from being fed to feeding themselves. An intervention for this key age group to prevent this leap in BMI is critical.

The Gloucester School Department has also been tracking BMI data for several years. Table I summarizes the BMI data for Beeman and Veteran's School and the total for all five of Gloucester's K-5 elementary schools. Column 2 of Table I also shows the percentage of students signing up for free and reduced lunches at each school and indication of family income levels. The Veterans School and the Beeman School have higher enrollments of low and moderate income students who rely on free or reduced cost school lunches (72% and 60%, respectively). BMI results show that rates of overweight are higher at Beeman for both boys and girls and at Veterans for girls, the City's schools with highest percentages of students receiving free or reduced lunches.

Table 1 – Summary of Gloucester K-5 Elementary School BMI Data

School /Grade	Percent Free or	Girls –	Boys –	Overall –
Beeman	60%	48%	40%	44%
Veterans	72%	41%	17%	29%
All K-5 Students	45%			33%

* Percent of Students exceeding 85% threshold for Body Mass Index, an indicator of being overweight or at-risk of being overweight

City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

Please describe the mission of your organization and services you provide in your community.

The *Get Fit Gloucester!* Partnership works with civic leaders, city and school staff, community organizations, medical providers and businesses to create a "Fit Friendly Gloucester". Partners work to build community awareness of the increasing prevalence of obesity and the associated health risks in order to inspire community-wide environmental changes that support more active lifestyles and increase the availability of healthy and affordable foods. The overall goals of *Get Fit Gloucester!* include increasing rates of physical activity of all types and consumption of healthier foods. Those goals will be achieved through efforts to create more accessible and enjoyable options for physical activity, especially walking and bicycling, and increase access to and appreciation of healthy and affordable foods, including locally or regionally harvested foods.

What are your current and previous efforts to address the issues of obesity and chronic disease in your community?

The City of Gloucester became a Mass in Motion community in 2009 in order to identify and implement improvements that enable more active lifestyles and healthier eating habits. With the support of Mass in Motion funding the City has been able to initiate the *Get Fit Gloucester!* Partnership that completed the Center for Disease Control's CHANGE community assessment tool and a developed a Community Action Plan based on that assessment.

Describe any specific experience with policy, systems or environmental strategies.

Key accomplishments of *Get Fit Gloucester!* Community Action Plan to date include:

- Dedication of nearly \$200,000 in CDBG funds to leverage more funds to reconstruct sidewalks in Downtown Gloucester and beyond. Sidewalk improvements have occurred next to Gloucester High near the Veterans Memorial School, and on East Main Street leading to East Gloucester School and Rocky Neck. The positive recognition for these projects inspired the City's Public Works Department to

City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

complete additional sidewalk work during other projects including adding a missing sidewalk on Maplewood Avenue and improving sidewalks in Lanesville leading to Plum Cove School.

- The creation of the City's first Open Space and Recreation Plan in over 12 years that includes the first comprehensive list of recreational areas and facilities in Gloucester. The Plan lays out a seven-year strategy to improve recreation and open space areas through-out Gloucester including a "Green Path Network" intended to promote recreation and active transportation.
- Improvements to our community food environment including the completion of a School Food Environment survey, the hiring of a new School Food Service Director with experience providing more nutritious and fresher foods and installation of new schoolyard, community and backyard gardens.

Describe the organization's commitment to and history of addressing health inequities.

Health inequities in Gloucester primarily arise when comparing the needs and outcomes of low-income residents to those of the entire population of Gloucester. To address the nutritional needs of this population, the Open Door Food Pantry, Cape Ann Farmer's Market (CAFM) and the Food Project teamed up to create backyard gardens and mobile food markets for low-income families involved in the Pathways Headstart program and at several elementary schools.

The CAFM Backyard Growers program, in collaboration with The Food Project, provides raised beds, compost, garden installation, seedlings, seeds, training, and mentoring to low- to moderate-income Gloucester residents who want to create sustainable backyard vegetable gardens. The backyard gardens are intended to meet some of the families' food needs, improve environmental conditions in dense downtown neighborhoods, and build neighborhood unity within diverse populations.

City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

The Chill Zone is a youth drop in center that also involves youth in tending the Riverdale Community garden (located in one of Gloucester's Environmental Justice areas) and selling produce from that garden at the CAFM. This program has been funded through grants, private donations and CDBG funds.

Families earning all or part of their livelihood through the fishing industry have been especially targeted by the Gloucester Fishermen's Wives Association's association with the Fishing Partnership Health Plan (FPHP). This plan provides access to affordable health coverage, education, and services to improve the health of Massachusetts fishing families. Between 1997 and 2011, the FPHP reduced the rate of uninsured fishing families from 43% to 13%.

The School Department discounts sports fees for students who receive free or reduced lunches; 21% of student athletes take advantage of these discounts, comparable to the proportion of low/mod students at GHS. The Gloucester Fishermen's Athletic Association (GFAA) is a nonprofit 501(c)(3) community-based organization dedicated to the principle that all of Gloucester's children should be able to participate in the sport of their choice, regardless of financial circumstances. The GFAA provides \$30 per athlete to offset fee costs and offers work days so student athletes can earn additional \$50 scholarships.

2. Proposal

Following CDC guidelines on how to implement environmental change the Get Fit Gloucester! Partnership plans to focus on several key strategies in the coming year.:

- Promote purchase of fruits, vegetables, and other healthy foods through incentives associated with food assistance programs such as WIC and SNAP.
- Increase adoption of comprehensive approaches to improve community design to enhance walking and bicycling and active transportation.

City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

- Working on collaborations between the School Department and community groups to increase physical activity before, during and after school.

Describe your vision for utilizing policy, systems and environmental strategies and assets:

Strategy 1: Continued development of the burgeoning network that supports access to fresh and healthy foods including: (1) Open Door Food Pantry mobile markets, (2) the Cape Ann Farmers Market's Backyard Growers Program targeted at low and moderate income families, (3) schoolyard, backyard and community gardens and (4) outreach to the three major supermarket chains to promote healthy and fresh foods particularly for low and moderate income residents.

Strategy 2: Continued annual improvements to key sidewalks and streets including: (1) securing \$4 million in funds for the Washington Street corridor, (2) incorporating pedestrian and bicycle accommodations in plans to reconstruct Rogers Street and Stacy Boulevard after water and sewer work is completed and (3) continuing coordination between DPW and the Community Development office on funding to improve pedestrian access during Chapter 90 road reconstruction projects and (4) planning and expanding elements of an off-road trail network for pedestrians and bicyclists.

Strategy 3: Increased physical activity for children through: (1) more elementary school involvement in Safe Routes to School programs, (2) development of a stronger partnership between the Cape Ann YMCA and individual schools to improve physical activity during recess and after school, and (3) replacement of the natural turf field at Newell Stadium next to Gloucester High School with synthetic field turf thus allowing a 10-fold increase in the use of that facility.

City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

How were these issues identified? / Process for Developing a Strategic Plan.

These issues have been identified in through the use of the CDC CHANGE tool and strategies have been selected after discussion with coalition partners during the development of the Community Action Plan.

A strategic plan has been developed. The Get Fit Gloucester! Partnership will review success in implementing the plan and make additions (or deletions) as necessary to make progress on the overall progress towards supporting active lifestyles and increasing the availability of healthy and affordable foods.

3. Outcomes – Goals, Sustainability and Evaluation

GFGI plans to use a mix of City, non-profit and volunteer resources to create sustainable changes to the food and physical environments in order to achieve the vision of creating a *Fit Friendly Gloucester*.

Goal 1: The City, School Department and the Food Project will work to develop school and community garden infrastructure that can then be sustained through efforts of volunteer families at each location. Grant resources will be used to identify and develop the initial locations for the gardens and to support the initial volunteer corps who will sustain these efforts. The School Wellness Policy and curriculum changes will help sustain efforts to improve fitness and access to healthy foods. The School Nutrition Workgroup will support and monitor food service changes. The City has hired a new Food Service Director with expertise in implementing affordable, healthy school meal programs. The Health Department will recruit and provide expertise to the School Nutrition Workgroup. The Open Door Food Pantry will rely on a mix of funding and food donations to sustain the Mobile Market.

Goal 2: Grant funds will be used to create self-sustaining network of community, school and backyard gardeners who will keep up and expand local garden efforts. The Community Development Department will assist efforts to expand the number of gardens as it seeks and implements major park improvement

City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

grants. The Department of Public Works will complete regular maintenance tasks to support school and community gardens such as turning water spigots on in the spring and removing yard waste in the fall.

Goals 3 and 4: The City is working to internalize efforts to improve walking and bicycling infrastructure through regular coordination between Community Development and DPW, through the development of walkability plans and bicycle routes. Implementation of these plans and policies will result in permanent improvements to our sidewalks, street and trails that will encourage more physical activity. Chapter 90 road reconstruction funds, CDBG funds and Safe Routes to Schools construction programs will be used to create these permanent physical improvements.

Goal 5: The Open Space and Recreation Committee (OSRC) along with the Committee Preservation Committee are committed to promoting projects that help improve and add "Fit-Friendly" recreational opportunities in existing and future parks. The Community Preservation Act requires at least 10% of funds provided go towards open space projects. The Community Development Department will work closely to identify grants to help implement OSRC plans including state PARC grants, community organizations (such as the GFAA, Little League and the Rotary Club) and other private donations. "Fit Friendliness" efforts will include expanding the role of the City's youth Clean Team run by the Cape Ann YMCA from Downtown trash clean-ups to include playground clean-ups through out the City and trail clearing and clean-ups along the City's woodland trails.

The Health Department will continue to conduct surveys of Youth Risk Behavior Surveys and Community Health Needs Assessments in order to assess progress.

City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

4. Leadership and Readiness

The Get Fit Gloucester! Partnership includes participants from local government, schools, non-profits and businesses. The Community Development Department manages Get Fit Gloucester! and is in weekly contact with partners implementing elements of the Community Action Plan. The Health Department staff also participate in the partnership, including meeting regularly with the School Nutrition Task Force. The Northeast Health System, including its major local hospital Addison Gilbert, supports Get Fit Gloucester! by funding health surveys, health fairs and community improvements such as the schoolyard gardens. The Open Door Food Pantry, Cape Ann Farmer's Market and the Food Project team up on efforts to create backyard gardens and mobile food markets for low-income families involved in the Pathways Headstart program and at several elementary schools. The Cape Ann YMCA and Manchester Athletic Club provide support and fitness programs. The Gloucester Family Health Center is implementing health and fitness screening for its clients and helped develop a "Physical Activity Guide". Gorton's Seafood participates as a partner and provided volunteers to help create gardens. Senior Care, Inc. and the Gloucester Senior Center participate in surveys of the needs of Gloucester senior citizens. WalkBoston is providing pedestrian mapping services. The Gloucester Fishermen's Athletic Association and Gloucester Little League are providing funding to support improvements to Newell Stadium, Green Street Field and other recreational facilities. The Open Space and Recreation Committee and the Community Preservation Community are working jointly to identify key interests in undeveloped open space so that recreation trails access to woodlands, such as Ravenswoods Park and the North Gloucester Wood remains open.

Partner Engagement and Recruitment

Sarah Garcia, Director of the City's Community Development Department led the effort to form the Get Fit Gloucester! in 2009. Many of the non-profits involved in the GFG! have a track record of working together particularly in the area of food security and nutrition. Since 2009, GFG! has added other partners

City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

such as the Food Project and the GFAA that were already taking lead roles in implementing projects to achieve the goals of GFG's Community Action Plan.

Stephen Winslow a Senior Project Manager with the Community Development Department serves as Project Coordinator for Get Fit Gloucester! (full contact information on cover page, resume attached). The City consciously placed GFG! in the Community Development Department to better execute strategies to change the physical environment to promote healthy and active lifestyles. The Health Department staff participate in all significant partnership activities, including meeting regularly with the School Nutrition Task Force. The City plans to continue to support this position through a combination of Mass in Motion, CDBG, other grant and local funds as they are available.

The GFG! Partners will serve as the leadership team to guide this initiative. GFG! Partners came together in 2009 to successfully seek and implement a Mass in Motion Grant from the MA Department of Public Health. GFG! Partners include 4 government departments, 9 non-profits, 2 medical providers, 3 businesses, the local Chamber of Commerce and transit agency. These organizations provide a gamut of services and resources in the community focused on health, fitness and healthy foods. The GFG! Partnership's service area includes the entire City of Gloucester.

5. Technical Assistance

Technical assistance would be of value for the following activities:

1. Implementation of School Wellness Policies and new nutrition guidelines;
2. Development of bicycle lane lay-outs and creation of a "pedestrian sharrow" for walkable streets with lay-outs that prevent the installation of sidewalks.
3. Engagement of youth in actively becoming stewards of parks and other open spaces.

City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

Program Budget & Justification (1 page)

Personnel: The City will continue to employ Stephen Winslow as project manager to coordinate all *Mass in Motion* planning activities and the implementation of key portions of the Community Action Plan including: (1) neighborhood walkability projects and workshops, (2) park rehabilitation oversight and (3) bicycle route planning. The City has budgeted \$11,916 (0.16 FTE) in BPHC funds and will provide an additional \$47,662 (63%) in Mass in Motion Funds and \$15,750 (0.21 FTE) in CDBG dollars to fully fund this position. Sarah Garcia, Community Development Department Director will serve as the lead of the grant and is calculated at \$43.53/hour x 4.7 hours per month in-kind for a total of \$2,963. Max Schenk, Interim Public Health Department Director will assist with the health and nutrition aspects of the grant and is calculated at a \$41 hour x 5 hours per month in-kind for a total of \$3075. Partnership members include 15 partners calculated at \$35/hr x 2 hours a month in-kind for a total of \$12,600 (see 6/22/2011 updated list).

Fringe Benefits: The *Get Fit Gloucester!* project manager receives health benefits through a family health policy funded by his spouse. Dental insurance benefits of \$638 will be covered by the grant. Life insurance is \$56 per year. Medicare is 1.45% of salary. Pension is calculated at 8% or \$2069.

Consultants: The City anticipates hiring sub-contractors to assist with community design of neighborhood streets and for outreach to assess neighborhood interest.

Subcontractors: The Proposal includes funds to: (1) sustain and expand the Cape Ann Farmer's Market Backyard Growers program that works with low/moderate income families to develop gardens and (2) add additional members to the City's Clean Team (run by the Cape Ann YMCA) with the intent of recruiting youth from the Chill Zone for those new positions.

Funding received from the Boston Public Health Commission will be used to support the CAFM's BYG Coordinator's annual stipend of \$12,000, which represents the largest program expense. In 2012, the BYG program will intensify its relationship with The Food Project, Gloucester Public Schools, and the City of Gloucester to collaborate on a new school farms initiative. The Food Project and school administration will create school farms at Veterans' Memorial and Beeman elementary schools, Gloucester's two schools with the highest percentage of free and reduced lunch students. The Food Project, through its new federally-funded FoodCorp initiative, will develop farming afterschool programs and initiate a collaboration with City Sprouts, a Cambridge-based organization that will provide teachers with professional development in how to integrate school gardens into their existing curricula.

Travel: No travel expenses have been allocated at this time.

Supplies: This line item will fund purchase basic office supplies for partnership and community meetings using Mass in Motion funds. The City will match this with \$150 in printing costs for copying.

Meetings Expenses: The City has budgeted \$150 in Mass in Motion Funds for snacks/drinks associated for meetings.

Other: The City and partners will provide meeting space valued at \$500.

Indirect Expenses: The City has budgeted \$5200 for indirect expenses, a rate of 8.2%. The budget includes \$3,329 carry-over of funds from Year 2.

In-Kind Match: total match is calculated at \$35,038 and is calculated to be a 28.4% match.

Proposed Get Fit Gloucester! Project Budget July 1, 2011 to September 30th, 2011

Item	FTE	Description	Amount MIM	Amount BPHC	Amount Off/In- Kind	Total (5 Quarters)
Personnel						
Get Fit Gloucester! Project Manager	1 FTE	Project management	\$47,662	\$11,916	\$15,750	\$75,328
Fringe Benefits			\$4,138	\$1,035	\$0	\$5,173
Sarah Buck, Community Dev. Director	.1 FTE	Grant Oversight	\$0	\$0	\$2,963	\$2,963
Max Schenk, Int. Health Director	.1 FTE	Grant Oversight	\$0	\$0	\$3,075	\$3,075
Partners			\$0	\$0	\$12,600	\$12,600
Sub-total Personnel			\$51,800	\$12,950	\$34,388	\$99,138
Non-Employee Compensation						
Consultants		Design Services & Outreach	\$2,700			\$2,700
Subcontractees		Backyard Growers		\$4,000		\$4,000
Cape Ann Farmer's Market		Clean Team Stipends		\$8,050		\$8,050
Cape Ann YMCA / Chill Zone		(6 Summer Yth 2 days/wk)				
Operating Expenses						
Conferences/Travel		Professional Conference(s)	\$0		\$0	\$0
Supplies			\$150			\$150
Printing			\$150			\$150
Meeting Expenses		Snacks/Drinks			\$150	\$150
Other		Meeting Space				
Meeting Space		Press Packets			\$500	\$500
Press Packets			\$0			\$0
Sub-total Operating Expenses			\$300		\$650	\$950
Total Direct Expense			\$54,800	\$25,000	\$35,038	\$114,838
Indirect Expenses (Not to Exceed 12%)						
		8.2% for Year 3	\$5,200			\$5,200
		Year 2 Carryover	\$3,329			\$3,329
TOTAL Direct+ Indirect Expenses			\$63,329	\$25,000	\$35,038	\$123,367

63% MIM
16% BPHC
21% CDBG

STEPHEN P. WINSLOW
City of Gloucester
978-281-9781(work) 781-738-2835 (cell)
swinslow@gloucester-ma.gov

Work Experience and Accomplishments

Senior Project Manager, City of Gloucester (2009 to Present) Project Manager for the Get Fit Gloucester! Partnership funded through MA Department of Public Health's Mass in Motion program. Completed a community health needs assessment related to obesity prevention and developed a Community Action Plan based on the results.

Accomplishments:

- Developed City's 1st Open Space and Recreation Plan since 1998
- Secured additional funds for key sidewalk improvements
- Developed project funding plan for \$3.5 million Newell Stadium Reconstruction
- Secured Funds for new Community Garden
- Developed presentations for MA Public Health Asc and MA Municipal Asc Conferences

Senior Planner/Project Manager, City of Somerville (2004 to 2009). Planner/Project Manager for the Somerville Community Path and staff to the Conservation Commission. Managing three projects related to the Path including coordination with a MassHighway project to improve the existing path. Project Manager for the 3 park and garden projects including the Somerville Junction Park.

Accomplishments:

- Leading Mayor's Pedestrian and Bicycle Safety Task Force
- Secured \$3.3 million in transportation funds and over \$500,000 grants
- Donation of 1.5 acres of land by Cambridge Health Alliance for the Community Path
- Healthy Motion Award, State Smart Growth Conference 2007
- Bicycle Lane Policy and Bicycle Parking Ordinance Adopted
- Co-coordinator of Robert Wood Johnson Active Living Grant with Health Department

Attorney, Brown & Green LLC, Malden Massachusetts (April 2003 to 2010). Attorney and Principal for an Environmental Law Practice focusing on brownfield and greenway development.

Site Coordinator, TeleCom City Project, Malden, Medford and Everett Massachusetts (1998 - 2003) Project coordinator for an innovative R&D campus on brownfield site.

Job Duties:

- Reviewed site designs for transportation, building design and environmental impacts. Ensured plans include parkland to replace areas used in local school building projects.
- Liaison with MA DEP, US EPA, US DOE, MassDOT and other federal, state and local agencies.
- Applied for and administer federal and state grants.
- Represented the Commission before local planning boards and conservation commissions.

City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

Accomplishments:

- Coordinated acquisition of 30 acres, demolition of 10 buildings and environmental permit applications necessary to build a \$7.1 million road.
- Successfully advocated to then EPA Administrator Carol Browner for the project to be selected as one of 12 National Showcase Communities.
- Successfully applied for \$1.2 million in federal and state grants.
- Made presentation at 2002 National Brownfields Conference.

Massachusetts Department of Environmental Protection, Boston (1988-1998)

Held positions handling various legal, policy and technical matters including

Audit and Enforcement Coordinator, Bureau of Waste Site Cleanup

Established and trained a team of 20 staff to audit implementation of the private hazardous waste clean-up program throughout the Commonwealth.

Deputy General Counsel,

Handled various legal matters of increasing complexity throughout the Commonwealth. Particularly hazardous waste clean-up laws (M.G.L. Chapter 21E) and regulations.

Education

Juris Doctorate, University of California, Davis

Bachelor of Science, Chemical Engineering, U.C. Berkeley

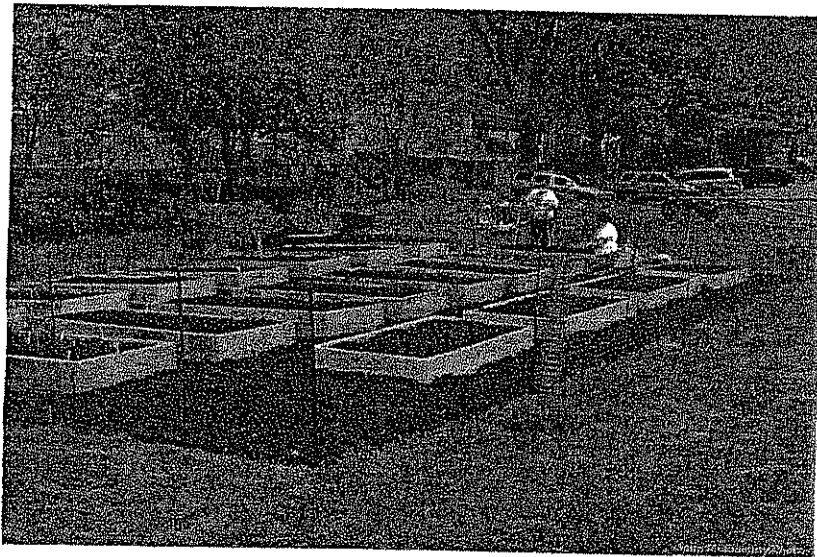
City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

Examples of Projects Managed by Stephen Winslow

Somerville Junction Park



Gardens at Burnham's Field





Cape Ann YMCA
71 Middle Street
Gloucester, MA 01930
978.283.0470
fax 978.283.3114

Greater Beverly YMCA
254 Essex Street
Beverly, MA 01915
978.927.6855
fax 978.927.6530

Haverhill YMCA
81 Winter Street
Haverhill, MA 01830
978.374.0506
fax 978.373.0710

Ipswich Family YMCA
110 County Road
Ipswich, MA 01938
978.356.9622
fax 978.356.0625

Lynch/van Otterloo
YMCA
40 Leggs Hill Road
Marblehead, MA 01945
781.631.9522
fax 781.599.0190

Salem YMCA
One Sewall Street
Salem, MA 01970
978.744.0351
fax 978.740.9168

YMCA of the
North Shore
245 Cabot Street
Beverly, MA 01915
978.822.0990
fax 978.822.7602


United Way
Massachusetts Bay
Merrimack Valley
North Shore

August 27, 2011

Max Schenck
Interim Health Director
City of Gloucester Health Department
3 Pond Road
Gloucester, MA 01930

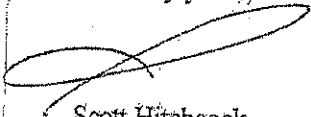
Re: Boston Public Health Commission's Strategic Alliance for Health
Request for Applications for Community Health Coalitions Due August 31,
2011

Dear Mr. Schenck:

The Cape Ann YMCA actively participates in efforts to increase physical activity in Gloucester and joined the Get Fit Gloucester! Partnership in 2009 to support the creation of a Fit Friendly Gloucester. We whole-heartedly support the efforts of the Gloucester Health Department to seek assistance from the Boston Public Health Commission to further implement the Get Fit Gloucester! Community Action Plan increasing physical activity opportunities at our schools and involving youth in efforts to improve the conditions of our parks and open spaces so they can more readily be enjoyed.

Please let us know how we can be of further assistance.

Sincerely yours,



Scott Hitchcock
Executive Director
Cape Ann YMCA

www.northshoreymca.org



August 27, 2011

Max Schenck
Interim Health Director
City of Gloucester Health Department
3 Pond Road
Gloucester, MA 01930

Re: Boston Public Health Commission's Strategic Alliance for Health
Request for Applications for Community Health Coalitions Due August 31, 2011

Dear Mr. Schenck:

The Cape Ann Farmers' Market's mission is to be a regular, healthy source of fresh food for the people of Cape Ann at prices they can afford. The market also supports a network of local food growers and producers and the local economy that is fueled by their success. The Cape Ann Farmers' Market (CAFM) serves a cross section of all local residents, with a particular emphasis on reaching families, seniors, and low- to moderate-income Cape Ann residents. CAFM accepts SNAP, WIC and Senior Farmers' Market coupons, and helps residents grow their own food through the Backyard Growers Program.

CAFM joined the Get Fit Gloucester! partnership in 2009 to further these efforts. We strongly support the efforts of the Gloucester Health Department to seek assistance from the Boston Public Health Commission to further implement the Get Fit Gloucester! Community Action Plan, including expanding gardening opportunities at schools, backyards and community gardens.

Sincerely,

Lara Lepionka
CAFM Backyard Growers Program Coordinator

Nicole Bogin
Cape Ann Farmers' Market Manager

City of Gloucester: Application for the Strategic Alliance for Health Mentoring Project

Application for the Strategic Alliance for Health Mentoring Project
Availability Sheet

Site Visit

As an initial activity for this partnership, members of the SAH team would like to conduct a site visit prior to October 28th. In addition to giving you an overview of the grant and activities for the upcoming year, the site visit will also provide an opportunity for SAH staff to meet your team and learn more about your community. In deciding who will attend the site visit, please remember to consider all members of your Leadership Team, including community partners, and not solely staff from the lead agency. Please return select preferred date(s) for a site visit:

Ok - Wednesday, October 5th

Ok - Thursday, October 6th

Morning - Friday, October 14th

Ok - Monday, October 17th

Ok - Tuesday, October 18th

New Grantee Meeting

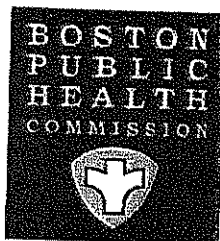
A mandatory new grantee meeting will be held in early November in an effort to create a forum for networking and collaborative learning. The meeting will take place in a course of two days and will tentatively convene late afternoon on first day and meet for a full second day. SAH will provide accommodations for your team. SAH will ask that you bring between 5 and 8 representatives from your team. Based on the conversations during the site visit, the SAH team may provide suggestions on who may be valuable representatives to join in for this meeting. Please select preferred date(s) and identify any major schedule conflicts:

Ok - Thursday, November 3rd – Friday, November 4th

Less Preferred - Monday, November 7th – Tuesday, November 8th

Ok - Monday, November 14th – Tuesday, November 15th

Tuesday November 8th is election day



Building a Healthy Boston

October 5, 2011

Stephen Winslow
City of Gloucester Health Department
3 Pond Road
Gloucester, MA 01930

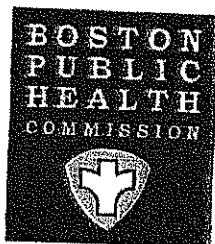
Dear Stephen,

Congratulations! The Boston Public Health Commission's Strategic Alliance for Health (SAH) is pleased to announce that you have been chosen as one of two new community grantees for the SAH Mentoring Award. In addition to receiving education, training, technical assistance, and the opportunity for partnering in a regional learning network, the City of Gloucester Health Department will be awarded a one year grant in the amount of \$25,000.

During the course of this partnership, SAH will support each grantee as you conduct a community needs and assets assessment and develop and implement policy, systems and environmental strategies to address healthy eating, active living and health equity throughout your community. Components of such strategies may include: engaging and mobilizing the community, collecting and using data, capacity building of community institutions, and advocating for policy change. Funds are not intended to provide direct service; rather, resources should be used to develop a sustainable action plan to shift policies and the environment that impact community health. As the lead agency for this grant, the City of Gloucester Health Department is expected to convene a diverse, multi-sector Leadership Team of no fewer than 4 members to guide the work of this initiative.

As an initial activity for this partnership, members of the SAH team would like to conduct a site visit on Friday, October 14th from 9:30am – 12:00pm. In addition to giving you an overview of the grant and activities for the upcoming year, the site visit will also provide an opportunity for SAH staff to meet your team and learn more about your community. In deciding who will attend the site visit, please remember to consider all members of your Leadership Team, including community partners, and not solely staff from the lead agency. Please contact Megan McClaire if you have any questions about this visit (email: mmcclaire@bphc.org phone: 617-534-2597).

During the site visit, we will also discuss budgets and contracts. The award period is September 30, 2011 to September 29, 2012. Please see the enclosed summary of your application's strengths and weaknesses as noted by the selection committee. We will require that you agree to a specific scope of work prior to the execution of contracts. We are happy to discuss the feedback and requirements in further detail at your convenience.



We are excited to expand the Healthy Communities network with you and further the work of policy and systems change to address healthy eating and physical activity throughout Massachusetts. We look forward to seeing you during your site visit. Again, congratulations!

Sincerely,

Becky Franckle

Becky Franckle, MPH
Project Director
Strategic Alliance for Health
Boston Public Health Commission

Megan M. C.

Megan McClaire, MSPH
Public Health Prevention Specialist
Chronic Disease Prevention & Control Division
Boston Public Health Commission



City of Gloucester Health Department Application Summary

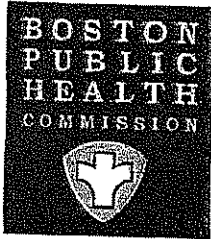
The review committee evaluated all applications for the SAH Mentoring Award. Below is a summary of your application's strengths and weaknesses, as determined by the review committee.

Strengths

- Demonstrated understanding of policy, systems, and environmental change
- Commitment and support from community partners
- Well-defined role of the health department
- Strongly qualified staff will be working on the initiative
- Use of demographic data to describe the community
- Provided specific technical assistance needs

Weaknesses

- Did not fully characterize the needs and assets of the community
- Strategies did not match the goals and the goals did not match the budget
- Plans were not provided as to how outcomes were selected based on previous strategic planning
- Plans are not consistently PSE-focused
- Population was unclear
- Law enforcement was not included on the leadership team, even though that sector is included in the city's strategic plan



Building a Healthy Boston

Recommendations/Conditions

- The Green Team initiative appears to be slightly programmatic. It is recommended that the youth be trained and participate in advocacy for park funding and recreational use.
- Recommend that you submit a revised one-page work plan that fully explains how year 1 objectives are PSE outcomes; SAH will work with grantees to prioritize strategies and will ask for a refined plan by mid-January
- Recommend that the leadership team be expanded to include representation from the local school system
- The budget is provided in a five-quarter format and with the incorrect dates; SAH funding is set across four quarters. A revised budget will be needed prior to the execution of the contract.

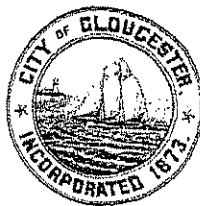
Chronic Disease Prevention and Control Division

1010 MASSACHUSETTS AVENUE • BOSTON, MASSACHUSETTS, 02118 • P: 617-534-5690 • F: 617-534-5968 • WWW.BPHC.ORG

*Get Fit Gloucester! - BPHC Mentoring Grant Budget
10/2011 thru 9/2012*

Item	FTE	Description	Fiscal Quarter Expenses Expected	Amount BPHC
Personnel				
<i>Get Fit Gloucester!</i> Project Manager	.25 FTE	Project management	4th Q	\$11,916
Fringe Benefits				\$1,035
<i>Sub-total Personnel</i>				\$12,950
Non-Employee Compensation				
Subcontractees				
Cape Ann Farmer's Market		Backyard Growers	2nd - 4th Q	\$4,000
Cape Ann YMCA / Chill Zone		Clean Team Stipends	3rd & 4th Q	\$8,050
		(6 Summer Yth 2 days/wk)		
Total Direct Expense				\$25,000
TOTAL Direct and Indirect Expenses				\$25,000

City Hall Annex
Three Pond Road
Gloucester, MA 01930



TEL 978-281-9706
FAX 978-281-8472
mwells@gloucester-ma.gov

CITY OF GLOUCESTER
INFORMATION SERVICES DEPARTMENT

Re: Invoice for Unifund LLC dated 29th July 2011

Unifund split off their RevenueSense product to another company in late July 2011. That meant that they did not give us any advanced notice of the amount they planned to charge us for FY2012 (their usual custom is to let us know before the new fiscal year begins). Consequently the first notice we had of the amount was the arrival of the invoice. That means that the invoice is dated prior to the PO and requires permission to be paid.

Additional delay has been introduced by the requirement from the Auditor's office that we put software support contracts in place with our software vendors. This is not something we have done before and has required us to draft and negotiate contracts with them before we can pay them for their services.

Regards,

Mike Wells
Director of I.S.



Peak performance for the business
of local governments and schools

RECEIVED
AUDITOR'S OFFICE

11 AUG 12 AM 8:28

Millyard Technology Park
13 Technology Way
Nashua, New Hampshire 03060
T (603) 595-5500
F (603) 595-9960

Bill To
City of Gloucester, MA City Hall - 9 Dale Ave Attn: Accounts Payable Gloucester, MA 01930

Invoice

Date	Invoice #
7/29/2011	15318

Terms	P.O. No.
Due on receipt	1200925

Rep	Job #
JMT	

Description	Qty	Rate	Date of Service	Amount
Annual license and maintenance fees for BudgetSense fund accounting software These fees cover software updates and help desk services for the period of July 1, 2011 through June 30, 2012 <i>Blue Wells</i> Invoice pre-dates PO because of transfer of RevenueSense. This meant we were not sure of cost split until the invoice was received.		17,829.00		17,829.00
Thank you for your business. Please remit to above address.				Total \$17,829.00
Pay online at: https://ipn.intuit.com/xwndi45d				Payments/Credits \$0.00
				Balance Due \$17,829.00

Purchase Order

CITY OF GLOUCESTER
City Hall
8 Dale Avenue
Gloucester MA 01930

No. 1200925

Prices as quoted are less any and all federal taxes.
Please indicate delivery date and any and all discounts.

Invoice/inquires to above address
All invoices must reference PO number
Sales Tax Exempt #: E-046001390

P.O. Date: 08/11/2011

Questions ? Purchasing (978) 281-8710

P.O. Issued To :

Account:

Unifund LLC

Ship To:

Reference: Annual Support

Millyard Technology Park

City Hall Annex

13 Technology Way

Attn: Mike Wells

Nashua NH 03060-3213

3 Pond Road

Gloucester MA 01930

(978) 282-8000

Contact: 024670

Location: City Hall Annex

Phone: (603) 595-5500

Fax: (603) 595-9960

Project: undesignated

Req# 1200285

Qty	Unit	Part#	Description	Account Number	Unit Price	Extended	Tax	Freight
1	EA		BudgetSense Annual Support	101000.10.155.52850.0000.00.000.00.052	17,829.00	17,829.00	0.00	0.00

APPROVAL SIGNATURES:

The unencumbered balance of the appropriation to be charged is sufficient to liquidate the amount of this order and the amount has been recorded as an encumbrance against said appropriation.

By _____

Auditor

(I hereby certify -

That this order is authorized by a properly executed and approved requisition on file in this office.

Sub-Total: 17,829.00

Freight: 0.00

Tax: 0.00

Total Amount: 17,829.00

City Purchasing Agent

To do business with the City of Gloucester, all vendors should be aware of Mass. Gen. Laws (c. 30B, c. 149, sec. 44 et seq., c. 30, sec. 39 et seq.)
1. No work, services, or supplies can be received by any City agency without a proper Purchase Order or Contract in place.
2. All Purchase Orders/Contracts exceeding \$5000 in value will follow the quotation/bid process prior to award. No contracts for Construction-related services subject to MGL Chap. 149, and MGL Chap. 30, sec. 39 will be awarded until all required documentation is received, i.e., Certificate of Eligibility, Update Statement, etc.
3. All invoices must detail the services performed and/or materials delivered. Any invoices submitted for work, services, or supplies performed or provided after the expiration date of a Purchase Order/Contract, or after the \$5 limit of a Purchase Order/Contract has been reached will likewise not be honored by the City. All packing slips for delivered goods which are submitted with invoice for payment must be signed by authorized personnel from the contracting City department at the time of delivery.
4. Any work, services, or supplies provided without following the above mentioned guidelines are not the responsibility or liability of the City, and any invoice that violates these provisions will not be honored for payment.

NOTES:

Thursday, August 11, 2011

Order Via:

RTS

ENTITY COPY

Page 1 of 1

City Hall Annex
Three Pond Road
Gloucester, MA 01930



TEL 978-281-9706
FAX 978-281-8472
mwells@gloucester-ma.gov

CITY OF GLOUCESTER
INFORMATION SERVICES DEPARTMENT

Re: Invoice for American Lazer dated 18th July 2011.

This invoice is dated prior to the service agreement PO with American Lazer so it requires permission to be paid. Just prior to us completing the support agreement for FY 2012 a critical printer in the City Clerks office failed and as they had no budget for repairs I agreed to pay for it and we called American Lazer (who had the contract for printer maintenance in FY 2011).

Regards,

Mike Wells
Director of I.S.

RECEIVED
AUDITOR'S OFFICE INVOICE

American Lazer Services, Inc.
PO Box 376
Beverly, MA 01915



Invoice Number: 42089
Invoice Date: 7/18/2011
Terms: Net 15

P.O. Number: 1200723

Bill To: GLOU2

City of Gloucester
9 Dale Avenue
Gloucester, MA 01930

Attn: Michael Wells Accounts payable * (978) 281-97

Make: Konica Minolta
Model: 4650dn

Ship To:

City of Gloucester
City Hall
9 Dale Avenue
Gloucester, MA 01930
Attn: Michael * (978) 281-9706
Serial Number: A00F012003109
Machine ID: 3929

Service

Service Problem

paper jamming at the fuser exit

Replaced fuser; no help. Will replace transfer assembly. replaced many boards : Konica Minolta at our request will be replacing the printer even though printer has been out of warranty for two months.. charges only for a fraction of time spent

clerks office - Marie

Call Date	Meter	Tech	Qty	Ext Price
7/18/2011	006	2		\$218.00

Mike Wells

*Mike taken off
Invoice
The warrant,
Invoice date
P.O. date the
A.O. date.*

Sally

Telephone: (978) 922-9003
Facsimile: (978) 921-2772

Sub Total:	\$218.00
Shipping & Handling:	\$0.00
Applicable Sales Tax:	\$0.00
Payment:	\$0.00
Balance Due:	\$218.00

Please note address change: Mailing Po Box 376 Beverly, MA 01915
Our new home is 26 Cox Court Beverly, MA 01915

Unopened supplies may be returned within 180 days with approval and are subject to a 15% restocking fee.

This Invoice is Due and Payable By 8/2/2011

The customer guarantees payment within the specified terms and agrees to reimburse seller for all expenses incurred in collecting the amount of this invoice. A service charge of 1.5 % per month will be added to all past due amounts.

Thank You For Choosing American Lazer Services, Inc

Purchase Order**CITY OF GLOUCESTER****No. 1200723**

City Hall

9 Dale Avenue

Gloucester MA 01930

Prices as quoted are less any and all federal taxes.
Please indicate delivery date and any and all discounts.

Invoice/Inquiries to above address
All invoices must reference PO number
Sales Tax Exempt #: E-046001390

P.O. Date: 07/28/2011

Questions ? Purchasing (978) 281-9710

Account:

P.O. Issued To:

Ship To:

Reference: Bid 12030

AMERICAN LAZER SERVICE, INC
140 ELLIOTT STREET, SUITE C1
PO BOX 376
BEVERLY MA 01915-0000

City Hall Annex
Attn: Mike Wells
3 Pond Road
Gloucester MA 01930
(978) 282-8000

Contact:

Location: City Hall Annex

Phone: (978) 922-9003

Fax: (978) 921-2772

Project: undesignated

Req# 1200062

Qty	Unit	Part#	Description	Account Number	Unit Price	Extended	Tax	Freight
1	EA	1	Maintenance on specific printers - #3729 (HP4515), #3730 (HP4515), #3590(HP4700), 4250 in Treasurer Dept, 4250 in Payroll per contract 12030	101000.10.155.52610.0000.00.000.00.052	2,175.00	2,175.00	0.00	0.00
3000	EA		Ad-hoc support on other printers	101000.10.155.52610.0000.00.000.00.052	1.00	3,000.00	0.00	0.00
6000	EA		Toner as required	101000.10.155.54240.0000.00.000.00.054	1.00	6,000.00	0.00	0.00

APPROVAL SIGNATURES:

The unencumbered balance of the appropriation to be charged is sufficient to liquidate the amount of this order and the amount has been recorded as an encumbrance against said appropriation.

By _____

Auditor

I hereby certify -

That this order is authorized by a properly executed and approved requisition on file in this office.

Sub-Total: 11,175.00

Freight: 0.00

Tax: 0.00

Total Amount: 11,175.00

City Purchasing Agent

To do business with the City of Gloucester, all vendors should be aware of Mass. Gen. Laws (c. 30B, c. 14B, sec. 44 et seq., c. 30, sec. 39 et seq.)

1. No work, services, or supplies can be received by any City agency without a proper Purchase Order or Contract in place.
2. All Purchase Orders/Contracts exceeding \$5000 in value will follow the quotation/bid process prior to award. No contracts for Construction-related services subject to MGL Chap. 14B, and MGL Chap. 30, sec. 39 will be awarded until all required documentation is received, i.e., Certificate of Eligibility, Update Statement, etc.
3. All invoices must detail the services performed and/or materials delivered. Any invoices submitted for work, services, or supplies performed or provided after the expiration date of a Purchase Order/Contract, or after the \$5 limit of a Purchase Order/Contract has been reached will likewise not be honored by the City. All packing slips for delivered goods which are submitted with invoice for payment must be signed by authorized personnel from the contracting City department at the time of delivery.
4. Any work, services, or supplies provided without following the above mentioned guidelines are not the responsibility or liability of the City, and any invoice that violates these provisions will not be honored for payment.

IES:

Order Via: RTS

ENTITY COPY

Page 1 of 1

Friday, August 05, 2011



GLOUCESTER EMERGENCY MANAGEMENT
8 SCHOOL ST.
GLOUCESTER, MA 01930
978-281-9760



To: Mayor Kirk

Re: Northeast Homeland Security Regional Advisory Council (NERAC) Equipment Distribution Project

Mayor Kirk,

Please find attached the approved documentation from NERAC regarding an equipment distribution for Gloucester Emergency Management. As you can see from the NERAC email, I was notified of this opportunity on October 25th and I had to have the application in by October 31st. That is why I did not have time to go through the grant approval process before applying for this equipment. I am providing the administration and council with the required Grant application and checklist now.

Object of the application: Gloucester Emergency Management has already been approved by NERAC to receive \$18,140.00 worth of equipment paid for by homeland security funds.

Since 1990 multiple audits have identified the potential failure of the GFD radio system and the need for an alternate location for emergency communications. This prediction was proven true when all radio communications failed during the Lorraine fire due to a failure of the base at HQ. I used most of the \$18,140.00 to purchase a radio console and nine portables to be installed at the EOC. This will create an emergency radio base as well as provide nine portables for persons working out of or reporting into the EOC. CAARA has been advising me with technical expertise with these items and they assure me that they can create a backup radio base at the EOC using this equipment. In addition to backing up the FD, I believe that this system will be able to back up other city department radio systems but at this time, I'm not sure of which ones.

Match requirement: There is no match requirement and this is not a grant to be drawn upon as items are purchased. NERAC handles the purchase and delivery to Gloucester of the approved items. The only requirement of the City is to mark the items with a NERAC sticker and keep track of the items for inventory purposes.

I currently have another grant request for roughly \$23,000 (paperwork approved by B&F on Nov 3), which if approved in its entirety by MEMA will provide PCs, printers, and flat screens in addition to funding the Emergency Management assistant from Jan 1 when the City funds run out, until the end of this fiscal year June 30th. I expect to know the status of that grant application in a few weeks.

Both of these funding opportunities that Emergency Management has pursued for communications and information management at the EOC will complement the phones and phone bill costs requested from the City if the council votes to transfer the necessary funds. That transfer request was in front of B&F on Nov 3 and was continued.

FYI: The NERAC \$18,140 breaks down as follows. \$5,000.00 for the console, \$9,000.00 for nine portables, \$4,000.00 for a trailer, \$140.00 for wool blankets for the shelter.

FYI: The \$4,000.00 trailer will be used as the FD portion of the recently negotiated confined space training in the City water/sewer facilities where I have negotiated a tentative agreement for Woodward Curran and Veolia to pay for most of the training of thirty GFD members in confined space rescue. WC and Veolia have also agreed to purchase the necessary equipment which they will own. Mike Hale has agreed to cover some of the costs for the FD training as well as to train some of his own people. The trailer I procured through the NERAC money will be used to store the equipment in so it is able to be towed to any location in the city when needed.

Thank you.

Deputy Fire Chief Miles Schlichte
MSEM, MACEM, MIFireE, CFO, CHS-IV
Gloucester Emergency Management Director
FEMA-MATF1 Safety Officer
(978) 836-8016 cell



City of Gloucester
Grant Application and Check List

Granting Authority: State _____ Federal _____ Other X

Name of Grant: NERAC 2011 Equipment Distribution Project

Department Applying for Grant: Emergency Management

Agency-Federal or State application is requested from: Northeast Homeland Security
Regional Advisory Council

Object of the application: provide radio communication at E.O.C.

Any match requirements: none

✓ Mayor's approval to proceed: _____
Signature [Signature] Date 11/9/11

City Council's referral to Budget & Finance Standing Committee: _____
Vote _____ Date _____

Budget & Finance Standing Committee: _____
Positive or Negative Recommendation _____ Date _____

City Council's Approval or Rejection: _____
Vote _____ Date _____

City Clerk's Certification of Vote to City Auditor: _____
Certification _____ Date _____

City Auditor:
Assignment of account title and value of grant: _____
Title _____ Amount _____

Auditor's distribution to managing department: _____
Department _____ Date sent _____

NOTE: A copy of all grant paperwork must be submitted to the Auditor's Office

FORM: AUDIT GRANT CHECKLIST - V.1



City of Gloucester
Grant Application and Check List (Continued)

The following are documents needed by the Auditing Office for grant account creation:

1. Grant Application
2. Grant Award Letter/Standard Contract Approval Form
3. Council Order Approval
4. Original Grant Account Budget as approved by Grantor
5. Amended Grant Account Budget as approved by Grantor (if applicable)
6. Any additional information as requested by the Auditing Department

Note: All documents must be complete signed copies.

Please attach the following documents with the Grant Application and Check List and send to the Auditors' Office.

To: Mayor Kirk

Re: Emergency Management
NERAG grant

\$18,140.00

Miles Schlichte

From: Reilly, Amy [areilly@mapc.org]
Sent: Tuesday, October 25, 2011 1:06 PM
To: Reilly, Amy
Cc: Moore, Tim
Subject: NERAC Equipment Distribution Project
Attachments: NERAC_Eqt Distrn ORDER FORM_2011.xls; NERAC Equipment Catalogue - FINAL.pdf

Hello NERAC Points of Contact -

In an effort to offer equipment that meets the needs of all NERAC stakeholders, attached you will find a revised Order Form and Equipment Distribution Catalogue. Please refer to these documents when placing your order.

Both UHF and VHF radios and consolettes will now be offered. Please note, the price of the radios has been changed from \$500 to \$1,000 each. If you have already placed your order, I will contact you directly to make any necessary modifications.

Please remember, all orders are due to me by 5pm on October 31. Thank you!

Amy Reilly
Homeland Security Assistant Manager
Metropolitan Area Planning Council
60 Temple Place, 6th floor
Boston, MA 02111
phone: (617) 451-2770 ext. 2059
fax: (617) 482-7185
areilly@mapc.org
www.mapc.org



Please be advised that the Massachusetts Secretary of State considers e-mail to be a public record, and therefore subject to the Massachusetts Public Records Law, M.G.L. c. 66 § 10.

11/6/2011

NERAC

2011 Equipment Distribution Project

ORDERED BY

Municipality: Gloucester
Name: Miles Schlichte
Title: Dep. Fire Chief/Emergency Mgt Director
Dept: Gloucester Emergency Management
Street/Zip Code: 8 School Streete
Email: mschlichte@gloucester-ma.gov
Phone: 978.281.9760

SHIP TO

Municipality: Gloucester
C/O: Miles Schlichte
Title: Dep. Fire Chief/Emerge
Dept: Gloucester Emergency
Street/Zip Code: 8 School Streetg
Email: mschlichte@glouceste
Phone: 978.281.9760

Line #	Item #	Description	Quantity
1.	NE5B	Consolette - VHF	1
2.	NE9	Equipment Trailer (12 Feet)	1
3.	NE17B	Portable Radio - VHF	9
4.	NE29	Wool Blanket	7
5.	-	-	-
6.	-	-	-
7.	-	-	-
8.	-	-	-
9.	-	-	-
10.	-	-	-
11.	-	-	-
12.	-	-	-
13.	-	-	-
14.	-	-	-
15.	-	-	-
16.	-	-	-
17.	-	-	-
18.	-	-	-
19.	-	-	-
20.	-	-	-
21.	-	-	-
22.	-	-	-
23.	-	-	-
24.	-	-	-
25.	-	-	-
26.	-	-	-

[Click to Email Your Order](#)

Remaining

SAVE AS an Excel file named: "NERAC 2011_<Insert your municipality's name>"
EMAIL the file to areilly@mapc.org by October 31, 2011

Date

Nov 06, 2011

Agency Mgt Director
Management

r-ma.gov

Unit Price	Total
5,000.00	5,000.00
4,000.00	4,000.00
1,000.00	9,000.00
20.00	140.00

TOTAL \$ 18,140.00

Allocation \$ -

Instructions:

1. Select your city or town from the dropdown menu in the "Ordered By" section of the form.

2. Check to ensure that "Ordered By" and "Ship To" information is correct. Items should be shipped to the individual that will receive and sign for the equipment.

3. Review the available products catalog ==>

Catalog

4. Select the items you want from the dropdown list in the "Description" field.

5. Insert the "Quantity" you want to order.

6. Watch the "Remaining Allocation" box as you go.
You are not authorized to exceed your allocation.

7. When finished, save the file as an Excel document named "NERAC 2011_<insert your municipality's name>".

8. To place your order, email a copy of the file back to: areilly@mapc.org by October 31, 2011.

Problems? Questions?

Contact Amy Reilly at areilly@mapc.org or 617.451.2770 x2059.



PERAC

COMMONWEALTH OF MASSACHUSETTS | PUBLIC EMPLOYEE RETIREMENT ADMINISTRATION COMMISSION

DOMENIC J. F. RUSSO, *Chairman*

JOSEPH E. CONNARTON, *Executive Director*

Auditor SUZANNE M. BUMP | ALAN MACDONALD | JAMES M. MACHADO | DONALD R. MARQUIS | ROBERT B. MCCARTHY | GREGORY R. MENNIS

MEMORANDUM

TO: Gloucester Retirement Board
FROM: *Joseph E. Connarton*
Joseph E. Connarton, Executive Director
RE: Appropriation for Fiscal Year 2013
DATE: November 3, 2011

11 NOV - 7 AM 11:40
CITY CLERK
GLOUCESTER, MA

Required Fiscal Year 2013 Appropriation: \$6,793,146

This Commission is hereby furnishing you with the amount to be appropriated for your retirement system for Fiscal Year 2013 which commences July 1, 2012.

Attached please find summary information based on the present funding schedule for your system and the portion of the Fiscal Year 2013 appropriation to be paid by each of the governmental units within your system.

If your System has a valuation currently in progress, you may submit a revised funding schedule to PERAC upon its completion. The current schedule is/was due to be updated by Fiscal Year 2014.

If you have any questions, please contact PERAC's Actuary, Jim Lamenzo, at (617) 666-4446 Extension 921.

JEC/jrl
Attachments

cc: Office of the Mayor
City Council
c/o City Clerk

p:\actuarial\approp\approp13\fy13 for web\gloucesterapprop13.doc





**CITY OF GLOUCESTER 2011
CITY COUNCIL ORDER**

ORDER: #CC2011-055
Councillor Greg Verga/Joe Ciolino

DATE RECEIVED BY COUNCIL: 11/15/11
REFERRED TO: O&A, B&F & Administration
FOR COUNCIL VOTE:

ORDERED that the Ordinances and Administration Committee and the Budget and Finance Committee in consultation with the DPW Director determine whether the City shall adopt MGL c40 sections 42G to 42I and c40 sec. 42K concerning assessment of water betterments and MGL c40 sec. 42J concerning the deferral of such betterments and further

ORDERED that the Code of Ordinances, Chapter 23 "Utilities", Art. III be amended by **ADDING** a new section 64 providing for special assessments for the whole or part of the costs of laying pipes in public and private ways for the conveyance or distribution of water as provided in MGLc40sec.42G.

(Note: the ordinance amendment would require that the Council first accept or locally adopt the referenced state laws)

Greg Verga
Ward 5 Councillor

Joe Ciolino
Councillor at Large

This matter is continued to October 3, 2011.

Councilor Curcuru left the meeting at 8:00 p.m. There was no longer a quorum of the City Council.

→ 4. *Discussion of Distribution of Water; payment of costs by special assessment (ref'd from 7/26/11 City Council Mtg.)*

Mr. Hale showed the Committee a line map showing Becker Lane and explained that the City mains were renewed in the 1990s. Since the mid-1960's there have been seventeen divisions of land with no requirement to improve utilities. There are no hydrants up there. If you were going to be fighting a fire on Becker Lane they'd have to start from Concord Street. This water service continues to break. They run through yards, etc. and are "a mess". The City could take property by eminent domain to put water mains there. To put in a water main is \$185 per linear foot just for pipe; and he estimated it would cost about \$800,000 to \$900,000 to do. It's all granite there; and there are wetlands issues. This isn't the only neighborhood like this nor is it the most vulnerable. There are those neighborhoods that have "summer water", like Rust Island – all of it is fed by summer water or wells. There is no way to fight a fire in a traditional manner there. They'd have to relay pump to fight a fire from Sudbay's (automotive dealership). They couldn't have this project in the ground at Becker Lane until the spring even if he had the money with design, permitting and right of way taking. They better sewer projects all the time. The residents of Way Road and Page Street couldn't do a sewer project on their own. They were willing to pay for it if the City would manage the project. He showed the Committee the MGL that relates to water betterment (on file).

Councilor Tobey stated the betterment authority is the DPW Director. The problem here is that the water service is not adequate and wondered would this project be eligible for betterment treatment. Ms. Lowe stated most germane is that it is not part of the public system. The introduction of a new public system would be a 'betterment'. It is considered an "unwatered place". Councilor Tobey asked if it is enough of a distinction. Ms. Lowe believed that to be the case. She pointed out in their packet the MGL sections (c. 40, §42G, H, I and K) that if adopted locally, they could do 100% betterment. Mr. Hale stated it would need close review but they're looking at other tools also, as this is a big ticket project, prohibitive to some neighborhoods financially. It would be at a cost of about \$35,000 per household on Becker Lane for a water project. Councilor Theken pointed out that this would be an option to be examined. Mr. Hale stated they're coming forward with water projects quickly as it is time now to invest in the City's infrastructure. Councilor Theken asked they come back in October with other problem roads/areas of the City so that they know where they are so they can have a better picture of the situation. Mr. Hale stated they have a Water Master Plan under development now and hope to have it done by the first of the year, and confirmed they'll have a "snapshot in the fall."

By unanimous consent by the O&A Committee a request by Councilor Tobey is forwarded to the City Solicitor as follows: To obtain an opinion from General Counsel as to whether the water betterment procedures in MGL c. 40, §42 G, H, I, and K apply once accepted by the City if the City constructs a public distribution system in an area thereby replacing the preexisting private water system.

This matter is continued to November 14, 2011.

5. *Vehicle Traffic Speed Rates on Woodward Avenue (ref'd from 7/26/11 City Council Mtg.)*

Councilor Theken explained that this matter is with the Traffic Commission for a JAMAR study. The matter will be continued to September 19, 2011 to give the Traffic Commission time to make their recommendation.

This matter is continued to September 19, 2011.

A motion was made, seconded and voted unanimously to adjourn the meeting at 8:22 p.m.

Respectfully submitted,

Dana C. Jorgenson
Clerk of Committees

City of Gloucester
Special Budgetary Transfer Request
Fiscal Year 2012

☒ INTER-departmental requiring City Council approval - 6 Votes Required
☐ INTRA-departmental requiring City Council approval - Majority Vote Required

TRANSFER # 2012-SBT- 10 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER:

POLICE

DATE: 10/26/2011 BALANCE IN ACCOUNT: \$ 241,183.37 ✓

(FROM) PERSONAL SERVICES ACCOUNT #

Unfund Account #

101000.10.211.51950.0000.00.000.00.051 ✓

(FROM) ORDINARY EXPENSE ACCOUNT #

Unfund Account #

POLICE-UNIFORM, CAREER INCENTIVE

Account Description

DETAILED EXPLANATION OF SURPLUS:

SUPERIOR OFFICERS CONTRACT SETTLEMENT PUT
INTO THIS ACCOUNT

(TO) PERSONAL SERVICES ACCOUNT #

Unfund Account #

101000.10.212.51400.0000.00.000.00.051 ✓

(TO) ORDINARY EXPENSE ACCOUNT #

Unfund Account #

POLICE-INVESTIGATIONS, LONGEVITY

Account Description

DETAILED ANALYSIS OF NEED(S):

NEED MONEY TO COVER LONGEVITY FOR LT. KATHLEEN
AULD ASSIGNED TO DETECTIVE DIVISION

TOTAL TRANSFER AMOUNT:

\$ 400.00

NEW BALANCE IN ACCOUNTS AFTER TRANSFER

FROM ACCOUNT: \$ 240,783.37

TO ACCOUNT: \$ 3,845.21 (854.79)

APPROVALS: gt

DEPT. HEAD:

Chief Mike Lane

DATE: 10/26/2011

ADMINISTRATION:

Carla A. Jink

DATE: 11/22/11

BUDGET & FINANCE:

DATE: _____

CITY COUNCIL:

DATE: _____

**City of Gloucester
Special Budgetary Transfer Request
Fiscal Year 2012**

 X INTER-departmental requiring City Council approval - 6 Votes Required
 INTRA-departmental requiring City Council approval - Majority Vote Required

TRANSFER # 2012-SBT- 1

Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: _____

POLICE

DATE: 10/27/2011 BALANCE IN ACCOUNT: \$ 241,183.37 ✓

(FROM) PERSONAL SERVICES ACCOUNT # _____

Unifund Account #

101000.10.211.51950.0000.00.000.00.051 ✓

(FROM) ORDINARY EXPENSE ACCOUNT # _____

Unifund Account #

POLICE-UNIFORM, CAREER INCENTIVE PAY ✓

Account Description

DETAILED EXPLANATION OF SURPLUS: _____

SUPERIOR CONTRACT INCREASES PUT IN
ONE ACCOUNT FOR 2 DEPARTMENTS ✓

(TO) PERSONAL SERVICES ACCOUNT # _____

Unifund Account #

101000.10.212.51950.0000.00.000.00.051 ✓

(TO) ORDINARY EXPENSE ACCOUNT # _____

Unifund Account #

POLICE- INVESTIGATIONS, CAREER INCENTIVE

Account Description

DETAILED ANALYSIS OF NEED(S): _____

FUNDING NEEDED FOR LT KATHY AULD ASSIGNED TO
DETECTIVES DIVISION

TOTAL TRANSFER AMOUNT: \$ 566.00 ✓

NEW BALANCE IN ACCOUNTS AFTER TRANSFER

FROM ACCOUNT: \$ 240,617.37 ✓

TO ACCOUNT: \$ 19,930.60 ✓

APPROVALS: Jim

DEPT. HEAD: _____

DATE: 10/27/11

ADMINISTRATION: _____

DATE: 11/22/11

BUDGET & FINANCE: _____

DATE: _____

CITY COUNCIL: _____

DATE: _____

**City of Gloucester
Special Budgetary Transfer Request
Fiscal Year 2012**

☒ **INTER-departmental requiring City Council approval - 6 Votes Required**
☐ **INTRA-departmental requiring City Council approval - Majority Vote Required**

TRANSFER # 2012-SBT-12 *Auditor's Use Only*

DEPARTMENT REQUESTING TRANSFER: POLICE

DATE: 10/27/2011 BALANCE IN ACCOUNT: \$ 60,541.21

(FROM) PERSONAL SERVICES ACCOUNT #

Unifund Account #

101000.10.211.51100.0000.00.000.00.051 ✓

(FROM) ORDINARY EXPENSE ACCOUNT #

Unifund Account #

POLICE-UNIFORM, SAL/WAGE-PERM POS ✓

Account Description

DETAILED EXPLANATION OF SURPLUS:

**SUPERIOR CONTRACT INCREASES PUT IN
ONE ACCOUNT FOR 2 DEPARTMENTS** ✓

(TO) PERSONAL SERVICES ACCOUNT #

Unifund Account #

101000.10.212.51100.0000.00.000.00.051 ✓

(TO) ORDINARY EXPENSE ACCOUNT #

Unifund Account #

POLICE- INVESTIGATIONS, SAL/WAGE PERM POS

Account Description

DETAILED ANALYSIS OF NEED(S):

**FUNDING NEEDED FOR LT KATHY AULD ASSIGNED TO
DETECTIVES DIVISION**

TOTAL TRANSFER AMOUNT:

\$ 2,263.00 ✓

NEW BALANCE IN ACCOUNTS AFTER TRANSFER

FROM ACCOUNT: \$ 58,278.21

TO ACCOUNT: \$ (7,072.46) ✓

APPROVALS: *gta*

DEPT. HEAD:

Chris M. L...

DATE: 10/27/2011

ADMINISTRATION:

Andrew...

DATE: 11/22/11

BUDGET & FINANCE:

DATE: _____

CITY COUNCIL:

DATE: _____

**City of Gloucester
Special Budgetary Transfer Request
Fiscal Year 2012**

☒ **INTER-departmental requiring City Council approval - 6 Votes Required**
☐ **INTRA-departmental requiring City Council approval - Majority Vote Required**

TRANSFER # 2012-SBT: 13 *Auditor's Use Only*

DEPARTMENT REQUESTING TRANSFER:

POLICE

DATE: 10/27/2011 BALANCE IN ACCOUNT: \$ 131,230.43

(FROM) PERSONAL SERVICES ACCOUNT #

Unifund Account #

101000.10.211.51450.0000.00.000.00.051 ✓

(FROM) ORDINARY EXPENSE ACCOUNT #

Unifund Account #

POLICE-UNIFORM, HOLIDAY PAY

Account Description

DETAILED EXPLANATION OF SURPLUS:

**SUPERIOR CONTRACT INCREASES PUT IN
ONE ACCOUNT FOR 2 DEPARTMENTS**

(TO) PERSONAL SERVICES ACCOUNT #

Unifund Account #

101000.10.212.51450.0000.00.000.00.051 ✓

(TO) ORDINARY EXPENSE ACCOUNT #

Unifund Account #

POLICE- INVESTIGATIONS, HOLIDAY PAY

Account Description

DETAILED ANALYSIS OF NEED(S):

**FUNDING NEEDED FOR LT KATHY AULD ASSIGNED TO
DETECTIVES DIVISION**

TOTAL TRANSFER AMOUNT:

\$ 152.16 ✓

NEW BALANCE IN ACCOUNTS AFTER TRANSFER

FROM ACCOUNT: \$ 131,078.27

TO ACCOUNT: \$ 10,686.78

APPROVALS: JW

DEPT. HEAD:

Chief Mike Lane
Andri Gik

DATE: 10/27/2011

ADMINISTRATION:

DATE: 11/22/11

BUDGET & FINANCE:

DATE: _____

CITY COUNCIL:

DATE: _____

**City of Gloucester
Special Budgetary Transfer Request
Fiscal Year 2012**

☐ INTER-departmental requiring City Council approval - 6 Votes Required
☒ INTRA-departmental requiring City Council approval - Majority Vote Required

TRANSFER # 2012-SBT- 14 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER:

POLICE

DATE: 11/10/2011 BALANCE IN ACCOUNT: \$ 6,937.51 ✓

(FROM) PERSONAL SERVICES ACCOUNT #

Unifund Account #

101000.10.211.51250.0000.00.000.00.051 ✓

(FROM) ORDINARY EXPENSE ACCOUNT #

Unifund Account #

POLICE-UNIFORM SAL/WAGE P/T POS

Account Description

DETAILED EXPLANATION OF SURPLUS:

AVAILABLE FUNDS

(TO) PERSONAL SERVICES ACCOUNT #

Unifund Account #

101000.10.210.51100.0000.00.000.00.051

(TO) ORDINARY EXPENSE ACCOUNT #

Unifund Account #

POLICE-ADMIN, SAL/WAGE PERM POS

Account Description

DETAILED ANALYSIS OF NEED(S): ACCOUNT IN DEFICIT

TOTAL TRANSFER AMOUNT: \$ 1,450.00 ✓ NEW BALANCE IN ACCOUNTS AFTER TRANSFER

FROM ACCOUNT: \$ 5,487.51 ✓

TO ACCOUNT: \$ (1,393.19) ✓

APPROVALS: gjm

DEPT. HEAD:

Chief Mike Lane

DATE: 11-10-11

ADMINISTRATION:

Cam A. Fik

DATE: 11/22/11

BUDGET & FINANCE:

DATE: _____

CITY COUNCIL:

DATE: _____

City of Gloucester
Special Budgetary Transfer Request
Fiscal Year 2012

RECEIVED

NOV 15 2011

Mayor's Office

☐ INTER-departmental requiring City Council approval - 6 Votes Required
☒ INTRA-departmental requiring City Council approval - Majority Vote Required

TRANSFER # 2012-SBT- 15 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER:

DPW

DATE: 11/10/2011 BALANCE IN ACCOUNT: \$ 5,904.31

(FROM) PERSONAL SERVICES ACCOUNT #

Unifund Account #

(FROM) ORDINARY EXPENSE ACCOUNT #

Unifund Account #

101000.10.499.53410.0000.00.000.00.052

Central telephones

Account Description

DETAILED EXPLANATION OF SURPLUS:

Number of phone lines reduced

(TO) PERSONAL SERVICES ACCOUNT #

Unifund Account #

(TO) ORDINARY EXPENSE ACCOUNT #

Unifund Account #

101000.10.421.57200.0000.00.000.00.057

Administration - Out of State Travel

Account Description

DETAILED ANALYSIS OF NEED(S): Funds needed for reimbursement of expenses from attendance of Hurricane Emergency Preparedness seminar by M. Hale and M. Cole

TOTAL TRANSFER AMOUNT: \$ 1,500.00

NEW BALANCE IN ACCOUNTS AFTER TRANSFER

FROM ACCOUNT: \$ 4,404.31

TO ACCOUNT: \$ 1,500.00

APPROVALS: [Signature]

DEPT. HEAD: [Signature]

ADMINISTRATION: [Signature]

BUDGET & FINANCE: _____

CITY COUNCIL: _____

DATE: 11/10/11

DATE: 11/22/11

DATE: _____

DATE: _____

City of Gloucester
Office of the Mayor
Review and Recommendations for the Disposition of Real Property

TO THE CITY COUNCIL FOR REVIEW, RESTRICTIONS AND APPROVAL

Overview:

Property Location: **Maplewood School, 120 Maplewood Avenue, Gloucester, MA. RFP Number: 12104**
Property Description: **Former School, Map 39, Lot 4 Lot: 20,000 SF Gross Building Area: 27,420 SF**
Method of Disposition: **Sale Land Area: 20,000 SF; Gross Building Area: 27,420 SF**
Public Purpose: **Elderly Housing**
Minimum Bid Requested: **\$250,000** Assessed Value: **\$1,339,800.00**

Facilities Director:

At the request of the Mayor, I have reviewed the possible disposition of the above named property. My recommendations have been submitted to the Mayor for consideration and possible inclusion in the RFP.

NAME

Facilities Director

DATE

11/22/11

Purchasing Department:

At the request of the Mayor, the Purchasing Department has prepared a Request for Proposals for the disposition of the above property.

NAME

Purchasing Agent

DATE

11/22/11

Office of the Assessor:

At the request of the Mayor, I have reviewed the possible disposition of the above named property and submitted the Property Record.

NAME

City Assessor

DATE

11/22/11

Legal Department:

At the request of the Mayor, the Legal Department has reviewed the attached recommended RFP.

NAME

General Counsel

DATE

11/22/11

Office of the Mayor:

As required by the Gloucester Code of Ordinance, I am submitting my recommendation to the City Council for their approval to dispose of the above property in a Request for Proposal format.

NAME

Mayor

DATE

11/22/11



City of Gloucester

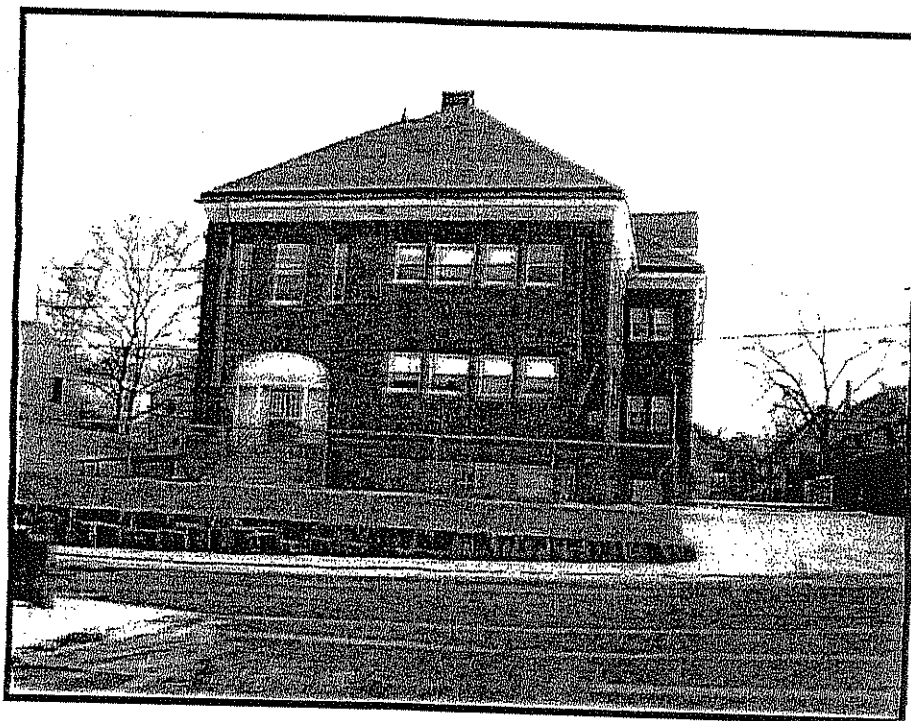
Office of the Purchasing Agent

City Hall, 9 Dale Avenue

Gloucester, MA 01930

Telephone 978 281 9710 Fax 978 281 8763

www.gloucester-ma.gov



Request for Proposals #12104

Disposition by Sale of the Maplewood Avenue School

RFP Available to Proposers:

Date of Property Open House:

RFP Deadline for Submission
and Opening Date:



PART I NEWSPAPER ADVERTISING

To: Cape Ann Beacon
From: Donna Compton, Purchasing Agent
Date:

Please run this ad as small as possible on Friday, and again on Friday,

**CITY OF GLOUCESTER
REQUEST FOR PROPOSALS #12104**

The City of Gloucester is seeking proposals for the purchase of City owned land and building located at 120 Maplewood Ave., shown on assessor's map 39, lot 4. The property is listed as 20,000 SF lot area and 27,420 SF gross building area. The Mayor and the City Council have declared this property available for disposition by sale. Sale of the property is subject to the terms and conditions contained in the RFP. The RFP will be available at the Office of the Purchasing Agent. Proposals must be received at the Office of the Purchasing Agent, City Hall, 9 Dale Ave., Gloucester, MA 01930 no later than @ 11 a.m.. An Open House is scheduled on from 11 a.m. to 12 p.m. The City reserves the right to reject any and all proposals, or to accept that which is deemed in the best interest of the City of Gloucester, MA.

**Donna Compton
Purchasing Agent**



PART II SUMMARY INFORMATION REQUEST FOR PROPOSALS

1. The City of Gloucester will receive sealed proposals for the purchase of the Maplewood Avenue School located at 120 Maplewood Avenue, shown on assessor's map 39, lot 4. at the

Office of the Purchasing Agent
Attn: Donna Compton, Purchasing Agent
9 Dale Avenue, Gloucester, MA 01930
2. On-site Open House Inspection will be held 11:00 - 12:00 p.m.
3. Property descriptions and other pertinent information is available in Exhibit G, City Assessor's Information. All proposals require a bid deposit in the form of a certified check, made payable to the City of Gloucester in an amount of \$5,000. All proposals must be sealed and submitted to the Purchasing Director at the address above no later than @ 11:00am at which time the proposals will be publicly opened. *Late proposals will not be accepted for any reason.* All proposals must be complete and in compliance with the submission requirements outlined in the RFP.
4. The Mayor and the City Council have declared this property available for disposition by sale to promote the following public purpose: A non profit organization to **provide an elderly housing facility, consisting of 12 one bedroom units.**
5. The City of Gloucester reserves the right to reject any and all proposals that do not meet the minimum requirements set forth in the RFP. The City of Gloucester has established a minimum bid price of \$250,000 for the Maplewood Avenue School.

PART III PROPERTY DESCRIPTION

The surplus property is located at 120 Maplewood Ave in Gloucester, MA.

The building was built in the 1890's of brick exterior/ wood frame construction with a slate roof.

The property is approximately 20,000 sq ft. The building has 2 stories and a basement with above grade windows. Electricity was added in the 1920's and upgraded as needed since. Windows were replaced in the 1980's. An access ramp was provided for the first floor for a previous tenant. Rest facilities for both sexes are located on the basement level.

The successful purchaser/developer will need to provide architectural and engineering plans and services for the procurement of a building permit.

1. Description of Property:

The property available for disposition is identified as **Maplewood Avenue School, 120 Maplewood Avenue, Gloucester, Massachusetts 01930, Map 39, Lot 4.** For greater detail, please see the assessor's information (Exhibit G).

2. Conditions of Property

The property is available for disposition "AS-IS" and the City of Gloucester will not make any improvements or changes to the property as a condition of the sale. Conveyance to the successful Proposer shall be subject to all restrictions and conditions of record, insofar as they may be in-force and applicable to said parcels.

3. MGL, Chapter 21E

The City of Gloucester does not warrant that the land parcel available for disposition is free and clear of any contamination as defined by MGL Chapter 21E. The Successful Proposer will assume all costs and responsibilities for any testing and/or removal of any contamination that may be present on the property, and will hold the City harmless for any costs to clean the property of any contamination. The results from such testing shall not be considered grounds to rescind the agreement.

4. Permits and Approvals

All costs and responsibilities for obtaining construction permit approval, and releases for any easements, covenants, or any other restriction that may be present on the property will be the responsibility of the Successful Proposer.

5. **Massachusetts Historical Commission:** The Maplewood Avenue School is an MHC listed property and as such any new construction projects or renovations to existing buildings that require funding, licenses, or permits from any state or federal governmental agencies must be reviewed by the Massachusetts Historical Commission (MHC) for impacts to historic and archaeological properties. It is the nature of the federal or state agency involvement that triggers MHC review, not listing in the National or State Registers of Historic Places. A listing in either register does not necessarily require review and likewise, lack of listing does not eliminate the need for review. MHC review is conducted in compliance with both federal and state statutes and regulations.

PART IV MINIMUM CRITERIA/QUALITY REQUIREMENTS MINIMUM CRITERIA

The City of Gloucester will be evaluating all Proposals to qualify them as being responsible and responsive to the requirements of the RFP. All Proposals **must include** the following elements to be considered valid for this property sale:

1. **Description of Proposer and Affiliates** (Insert information on Exhibit F)
A description of the Proposer Buyer whether an individual, Corporation, Partnership, Trust, etc. If the Proposer is a team, include a list of members.
2. **Proposer Contact Information** (Insert information on Exhibit F)
Include the primary contact name, address, phone and fax number. Provide the address, contact name and phone number for each member of the Proposer's team.



3. **Bid Price Sheet** (Insert information on Exhibit H)
The Proposal must clearly state in written word and numerical form the amount of the bid. The City of Gloucester reserves the right to reject any and all bids. The City of Gloucester has established a **minimum bid price of Two Hundred and fifty Thousand Dollars (\$250,000).**
4. **Deposit** (Place in sealed envelope with proposal)
All Proposers must submit a **\$5,000** certified bank check, made payable to the City. The successful proposer's deposit will be credited toward the sale price; while all other proposers will have their deposit returned upon the issuance of a notice of award.
5. **Evidence of Financial Ability** (Insert information on Exhibit F)
Provide information, as provided in paragraph 6, that will demonstrate to the City that the Proposer has the financial ability to purchase, develop, and financially sustain the property. Such evidence may include Financial Statements of proposer and/or its affiliates, letters of intent from lenders and lender references showing sources of funds for acquisition, construction or site development, permanent financing and any proposed real estate development/environmental cost cap insurance products. The City shall decide if the evidence is sufficient.
6. **Evidence of Proposer Experience** (Insert information on Exhibit F)
The City is establishing a quality requirement that a Proposer must have a minimum of **three years** of housing development experience and have completed a minimum of **three** housing construction or renovation projects of \$200,000 or more.
7. **Disclosure of Beneficial Interest Form** (Insert information on Exhibit A)
8. **Tax Compliance and Attestation Form** (Insert information on Exhibit B)
9. **Certificate of Non Collusion** (Insert information on Exhibit C)
10. **Release Regarding Hazardous Waste** (Insert information on Exhibit D)
11. **Project Description:** The Proposer must provide a narrative description of the proposed use of the property. This narrative description is required; so that, the City can determine if the proposed use is in compliance with the terms and conditions of the RFP and other municipal laws and regulations.

PART V SUBMISSION REQUIREMENTS

All proposals must be submitted in a sealed package clearly labeled with the following:

TITLE: "Proposal for Disposition of Maplewood School #12104
FROM: Name and address of Proposer(s)
TO: City of Gloucester
Office of the Purchasing Agent, 9 Dale Avenue, Gloucester, MA 01930
DUE: @ 11:00am

ALL PROPOSALS MUST CONTAIN THE FOLLOWING:

1. **Exhibit B, Tax Compliance & Attestation Statement**
2. **Exhibit C, Certificate of Non Collusion**
3. **Exhibit D, Hazardous Material Release**
4. **Exhibit F, Qualification & Proposal Information**
5. **Exhibit I, Price Proposal Sheet**
6. **Deposit:** All Proposers must submit a deposit in the form of a certified bank check in the amount of **\$5,000** as part of their proposal. The check should be made out to the City of Gloucester. If the City chooses to sell the property to the successful Proposer, the Proposer's deposit will be nonrefundable and will be applied to the purchase price. A deposit received from a Proposer that was not accepted will be returned to the Proposer within five (5) business days after the City has determined the successful Proposal.

COMPARATIVE EVALUATION CRITERIA

General: The City reserves the right to award the contract to the most advantageous proposal, taking into consideration both technical and fee aspects of the proposals submitted and shall not be required to award to the firm submitting the highest price proposal. Technical proposals will be scored based on the criteria listed below. The Proposers shall be ranked in accordance with the following selection criteria and its associated weight as follows:

Highly Advantageous	Advantageous	Not Advantageous	Not Acceptable
---------------------	--------------	------------------	----------------

COMPLETENESS OF PROPOSAL

Rating	COMPLETENESS OF PROPOSAL
Highly Advantageous	All Quality Requirements, Questionnaire, Comparative Criteria and forms submitted complete and as requested in the RFP
Advantageous	All Quality Requirements, Questionnaire, Comparative Criteria and forms submitted complete and as requested in the RFP with minor informalities.
Not Advantageous	Quality Requirements, Questionnaire, Comparative Criteria and forms submitted incomplete and not in the form requested in the RFP



Rating	YEARS OF RELATED EXPERIENCE
Highly Advantageous	Proposers with more than ten years of related experience
Advantageous	Proposers with more than five, but less than ten years of related experience
Not Advantageous	Proposers with more than one but less than five years of related experience
Not Acceptable	Proposers with less than one year of related experience

PART VI CONTRACT TERMS AND CONDITIONS

The following terms and conditions shall apply to the sale of the property described within this RFP:

1. The City's Responsibility:

- The City of Gloucester's City Solicitor and CFO shall conduct a review of the Successful Proposer's property tax history. A delinquency, lien, etc. for any fee, charge, preexisting payment agreement with the Treasurer/Collector or tax in the payment of taxes on any property in the City of Gloucester or any other city shall be cause to reject the Proposer's bid. Applicant(s) must also state if they ever had property in which the City of Gloucester foreclosed, and the circumstances leading to the previous foreclosure(s)
- Provide the required curb-cut permits within the confines of all City and State Regulations.

2. The Successful Proposer's Responsibility:

- The Successful Proposer shall complete a thorough on site inspection before submitting a proposal.
- The Successful Proposer agrees to purchase the property "AS-IS".
- The Successful Proposer agrees to be solely responsible for obtaining any and all permits, approvals, waivers, releases or any other requirements necessary to use or rehabilitate the property.
- The Successful Proposer agrees the development of the property shall be in compliance with all applicable Federal, State and Municipal Laws and Regulations.
- The Successful Proposer agrees to execute a Purchase and Sales Agreement with the City within **Thirty (30)** days of the Notice of Award. The deposit of the successful proposer will be credited against the bid price.
- The Successful Proposer agrees to remit the full bid price minus the \$5,000 deposit and complete the sales agreement and closing within **Ninety (90)** days from the Notice of Award.
- The Successful Proposer understands that if they fail to complete the Purchase and Sales Agreement within **Thirty (30)** days or fails to complete the sales agreement and closing within **Ninety (90)** days, the City shall revoke the notice of award and retain all moneys received as liquid damages.

PART VII MISCELLANEOUS

1. Amendments/Modifications to Proposals

The Proposer may at any time prior to the deadline for submission of the Proposals, amend or modify a Proposal by submitting the amendment/modification to the address specified in Part V of the RFP, in a sealed package and clearly marked with the following information:

TITLE: "RFP 12104, Proposal for Disposition by Sale of Maplewood School"
FROM: Name and address of Proposer(s)
TO: City of Gloucester, Office of the Purchasing Agent
9 Dale Avenue, Gloucester, MA 01930
DUE: @ 11:00 am

2. Withdrawal of Proposals

Any Proposer may withdraw its Proposal at any time prior to the deadline established in this RFP. The Proposer wishing to withdraw a proposal must provide a written authorization and or acknowledgment that he or she is withdrawing the Proposal and the City of Gloucester is held harmless from any responsibility as a result of the Proposal withdrawal.

3. Rejection of Proposals

The City of Gloucester reserves the right to reject any or all proposals. The City has established a minimum bid price of **\$250,000**.

4. Authorization to Sell

All proposers are hereby notified that property described herein has been declared surplus property by the Gloucester City Council with the authorization to issue a Request for Proposals with conditions.

5. Addendum

Any addendum to the RFP will be sent by mail or fax to those proposers who have registered with the Office of the Purchasing Agent and received a copy of the RFP. The City will not be responsible for notifying anyone who received a copy of the RFP from any other source. If it is not possible to notify all parties who received an RFP prior to the deadline for submission, the City reserves the right to extend the deadline for submission through proper notice.

6. Conditions

Submission of a proposal in response to this RFP constitutes an agreement by Proposer and any and all grantees in any subsequent deed from the City to be bound by and comply with all provisions of the entire RFP, including the following conditions, which shall survive the execution and acceptance of a deed of the subject property.



- a. That the property in question, whether occupied or not shall be in compliance with any and applicable Building, Sanitary and Health Codes by the Successful Proposer.
- b. That upon conveyance, the deed and any other documents or plans relevant to the closing shall be recorded at the Successful Proposer expense in the Registry of Deeds.
- c. That the Successful Proposer shall also pay for any documentary tax stamps, as may be applicable to the sale of this property.
- d. That the Successful Proposer has paid all taxes as may be due in compliance with MGL, Chapter 62, Section 49A as amended. *See copy attached marked as Exhibit B.*
- e. That the Successful Proposer must comply with, execute, and include with the proposal the affidavit of compliance with the provisions of MGL, Chapter 7, Section 40J. *See copy attached marked Exhibit A.*
- f. That a failure by the Successful Proposer of the subject property, to comply with any provision or condition hereof shall, at the option of the City require that the Successful Proposer and any and all grantees shall re-convey the subject property to the City of Gloucester for the same price which Proposer paid for the acquisition thereof. This condition shall be applicable for four (4) years after the closing.
- g. That the Proposer has not relied upon any representations by the City regarding the presence of any hazardous materials on the property, and holds the City harmless from any and all liability for the same. *See copy hereto attached marked Exhibit D.*
- h. That the successful proposer shall reach an agreement with the City regarding the valuation and assessment of the real and tangible personal property and enter into a payment in lieu of taxes agreement with the City.



EXHIBIT A MGL, CH. 7, SEC. 40J, CERTIFICATION REGARDING DISCLOSURE OF BENEFICIAL INTEREST STATEMENT
SUCCESSFUL PROPOSER ONLY

SUCCESSFUL PROPOSER DISCLOSURE OF BENEFICIAL INTEREST IN REAL ESTATE

MGLc 7, S 40J, requires disclosure of all beneficial interests in real property acquired or disposed of by a public agency. The selected bidder's disclosure of beneficial interests must be filed with the Commissioner of the Division of Capital Asset Management (DCAM). No contract to lease or sell property is valid until the buyer or lessee files this form with DCAM. A form for this purpose is attached. An updated disclosure form must be filed within 30 days of any change in beneficial interests during the lease term.

Disclosure of Beneficial Interests in Real Property Transaction

This form contains a disclosure of the names and addressees of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by MGLc 7 Sec. 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction:
2. Complete legal description of the property:

City of Gloucester, MA.
Maplewood School
120 Maplewood Avenue
Gloucester, MA 01930
Assessor's Map 39, Lot 4
Lease: N/A

3. Type of transaction: **Sale: Yes**

4. Seller: Lessor: N/A
5. Purchaser: Lessee: N/A

City of Gloucester, Ma.

6. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above.
Note: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.

Name

Address

_____	_____
_____	_____
_____	_____

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name

Title or Position

_____	_____
_____	_____

5. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item #1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item #4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

Signature: _____

Printed name: _____

Title: _____

Date: _____



Exhibit B

TAX COMPLIANCE & ATTESTATION STATEMENT

IF A CORPORATION:

State in which incorporated _____

President _____

Treasurer _____

Secretary _____

If a foreign (out of State) corporation - are you registered to do business in Massachusetts? YES ____ NO ____ If you are selected for this work, you are required under Massachusetts General Law Chapter 38D, to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate to the awarding authority prior to award.

IF A PARTNERSHIP (Name All Partners):

Name

Address

City

State/Zip

IF AN INDIVIDUAL:

Name

Address

City

State/Zip

IF AN INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME:

Name of Firm

Business Address

Name of Individual

Address

City

State/Zip

ATTESTATION CLAUSE

Pursuant to M.G.L. c 62C sec 49A, I certify under penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

Social Security No. Or Federal Identification No. _____

Signature or Individual or Corporate Name _____

Corporate Officer (If Applicable)

By: _____

EXHIBIT C

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalty of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Bidder: _____

Address: _____

By: _____

(Signature of person authorized to sign this bid)

Title: _____

Telephone _____

The City reserves the right to reject any and all bids or to accept the bid deemed in the best interest of the City of Gloucester, MA.

EXHIBIT D

HAZARDOUS MATERIALS RELEASE ("Hold Harmless" Agreement)

RELEASE REGARDING HAZARDOUS MATERIALS

Maplewood Avenue School, 120 Maplewood Avenue, Gloucester, MA 01930

The City assumes no liability for any release of hazardous materials on the property. The Proposer has not relied upon any representations by the City with respect to hazardous materials, except to the extent disclosed herein.

The Proposer agrees to release and hold harmless the City of Gloucester from any liability arising out of any hazardous materials that may be present on the property.

Proposer _____

Date: _____

EXHIBIT E

PURCHASE & SALE AGREEMENT - DOCUMENT WILL BE SUPPLIED TO SUCCESSFUL PROPOSER



EXHIBIT F

QUALIFICATION INFORMATION QUESTIONNAIRE

RFP No: 12104 Disposition by Sale of 120 Maplewood Avenue, Gloucester, MA.

Name of Proposer - Firm/Individual:

Address:

Type of Organization

(Proprietorship, Partnership, Corporation, etc.)

Year Established:

Name & Title of Principal to contact

Principal contact's Tel. No.

Principal contact's email address

FID No.:

Tel.

Fax No.

List of Partners

Name & Title

Telephone

Role in Proposal

Key Persons, Specialists and Individuals in your firm to be assigned to this project:

Name & Title

Mass Reg. No.

Discipline/Project Role

Key Persons, Specialists, Individuals in consultant firm to be assigned to this project:

Name & Title

Mass Reg. No.

Discipline/Project Role

Recent Projects Best Illustrating Qualifications for this Project: (additional information may be attached).

Project Name		Location	
Project Cost		Year Comp	
Description			
References:			
Company		Contact & Title	
Telephone		Fax	

Project Name		Location	
Project Cost		Year Comp	
Description			
References:			
Company		Contact & Title	
Telephone		Fax	

Project Name		Location	
Project Cost		Year Comp	
Description			
References:			
Company		Contact & Title	
Telephone		Fax	



Evidence of Financial Ability (additional information or reports may be attached).

Evidence of proposed sources of funds and financing clearly demonstrates financial ability to acquire and develop the property. Proposer clearly identifies sources and uses of funds.

Financial Information (List and attach information)

Financial statements of proposed Buyer or affiliates. Letters of interest from lenders and lender references indicate level of financing proposed by each source.

Site Development Proposal (additional information or reports may be attached).

Proposed development with cost estimates.

Site Development Schedule (additional information may be attached).

Proposed/estimated completion schedule for development.



EXHIBIT H

PRICE PROPOSAL SHEET

RFP 12104

All Proposers shall submit bids in strict accordance with the submission requirements listed below. Any Proposer failing to provide all of the following submission requirements will be considered "non-responsive" and their proposal may be rejected without further consideration

PRICE PROPOSAL

Location	Total Bid Price
Maplewood School, 120 Maplewood Avenue - AWARD LINE	

METHOD OF AWARD:

The City of Gloucester will review all proposals submitted for full compliance with the requirements contained in RFP #12104. The City's objective is to award an agreement to the responsive and responsible Proposer who is in full compliance with the requirements of the RFP and who submits the highest bid price. The highest bid must meet or exceed the minimum bid set by the City Council.

The following terms and conditions shall apply to the sale of the property described within this RFP:

3. The City's Responsibility:

- The City of Gloucester's City Solicitor and CFO shall conduct a review of the Successful Proposer's property tax history. A delinquency, lien, etc. for any fee, charge, preexisting payment agreement with the Treasurer/Collector or tax in the payment of taxes on any property in the City of Gloucester or any other city shall be cause to reject the Proposer's bid. Applicant(s) must also state if they ever had property in which the City of Gloucester foreclosed, and the circumstances leading to the previous foreclosure(s)
- Provide the required curb-cut permits within the confines of all City and State Regulations.

4. The Successful Proposer's Responsibility:

- The Successful Proposer shall complete a thorough on site inspection before submitting a proposal.
- The Successful Proposer agrees to purchase the property "AS-IS".
- The Successful Proposer agrees to be solely responsible for obtaining any and all permits, approvals, waivers, releases or any other requirements necessary to use or rehabilitate the property.
- The Successful Proposer agrees the development of the property shall be in compliance with all applicable Federal, State and Municipal Laws and Regulations.
- The Successful Proposer agrees to execute a Purchase and Sales Agreement with the City within **Thirty (30)** days of the Notice of Award. The deposit of the successful proposer will be credited against the bid price.
- The Successful Proposer agrees to remit the full bid price minus the \$5,000 deposit and complete the sales agreement and closing within **Ninety (90)** days from the Notice of Award.
- The Successful Proposer understands that if they fail to complete the Purchase and Sales Agreement within **Thirty (30)** days or fails to complete the sales agreement and closing within **Ninety (90)** days, the City shall revoke the notice of award and retain all moneys received as liquid damages.

BIDDERS SIGNATURE:

I understand the terms and conditions contained in RFP 99175 and in accordance submit this bid.

Signature of proposer or authorized agent

Print or type name of proposer

Title

Name of Business

Business Address

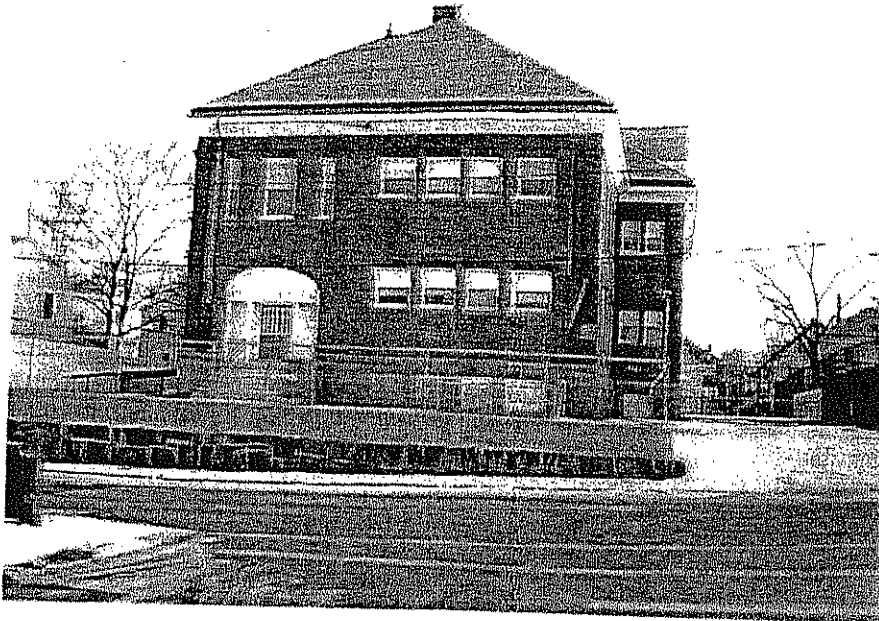
Telephone

Fax



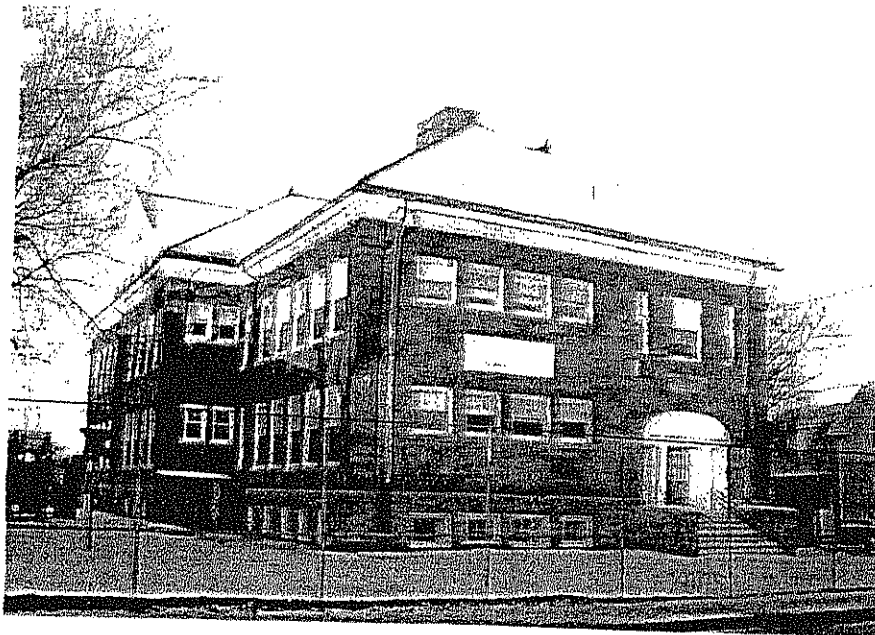
EXHIBIT G

ASSESSOR'S INFORMATION



Acacia Street

View from



View from Maplewood Avenue

Print Date: 11/10/2011 00:30

[illegible]A dark, grainy, black and white photograph of a large, multi-story building, possibly a school or institutional structure, viewed from a low angle. The building has many windows and is surrounded by trees. The image is rotated 90 degrees clockwise.

Property Location: 120 MAPLEWOOD AV
Vision ID: 2530

MAP ID: 39/ 4/ 1

Account # Bidg #: 1 of 1 Sec #: 1 of 1

State Use: 9340

Print Date: 11/10/2011 09:30

CURRENT OWNER
GLOUCESTER CITY OF
C/O FULLER SCHOOL
6 SCHOOL HOUSE RD
GLOUCESTER, MA 01930 0000
Additional Owners:

TOPO UTILITIES STRT/ROAD LOCATION
Other ID: 0039 0004 001
SUPPLEMENTAL DATA
SUB-DIV RP ACCT
WARD
PREC.

EXEMPT
EXEMPT
EXEMPT

CURRENT ASSESSMENT
Code Appraised Value Assessed Value
9340 1,217,400 1,217,400
9340 121,400 121,400
9340 1,000 1,000

108
GLOUCESTER, MA

GIS ID: 2530

ASSOC PID#

VISION

RECORD OF OWNERSHIP
GLOUCESTER CITY OF

BR-VOL/PAGE

SALE DATE 01/01/1892

SALE PRICE 0

Yr. Code Assessed Value
2011 9340 936,500
2011 9340 127,800
2011 9340 1,000

FREEZING ASSESSMENTS (HISTORY)
Yr. Code Assessed Value
2011 9340 936,500
2011 9340 127,800
2011 9340 1,000

Yr. Code Assessed Value
2011 9340 936,500
2011 9340 127,800
2011 9340 1,000

Yr. Code Assessed Value
2011 9340 936,500
2011 9340 127,800
2011 9340 1,000

EXEMPTIONS

Year Type Description Amount Code Description

OTHER ASSESSMENTS

Number Amount

Amount

Comm. Int.

Total: 1,065,300

Total: 1,067,900

Total: 1,074,700

Total: 1,074,700

Total: 1,074,700

Total: 1,074,700

ASSESSING NEIGHBORHOOD

NBHD/SUB NBHD NAME

STREET INDEX NAME

TRACING

BATCH

NOTES

LA-2403 SHED P92

LA-2668 REMODEL P92

MAPLEWOOD ELEMENTARY

SCHOOL

LA-2403 SHED P92

LA-2668 REMODEL P92

Permit ID

Issue Date

Type

Description

Amount

Issd. Date

% Comp.

Date Comp.

Comments

REPAIR ROOF

REPAIR ROOF

RENOV

Permit ID

Issue Date

Type

Description

Amount

Issd. Date

% Comp.

Date Comp.

Comments

REPAIR ROOF

REPAIR ROOF

RENOV

Permit ID

Issue Date

Type

Description

Amount

Issd. Date

% Comp.

Date Comp.

Comments

REPAIR ROOF

REPAIR ROOF

RENOV

Permit ID

Issue Date

Type

Description

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Issd. Date

% Comp.

Date Comp.

Comments

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Date Comp.

Comments

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Permit ID

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% Comp.

Date Comp.

Comments

REPAIR ROOF

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Permit ID

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Issd. Date

% Comp.

Date Comp.

Comments

REPAIR ROOF

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Permit ID

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% Comp.

Date Comp.

Comments

REPAIR ROOF

REPAIR ROOF

RENOV

Permit ID

Issue Date

Type

Description

Amount

Issd. Date

% Comp.

Date Comp.

Comments

REPAIR ROOF

REPAIR ROOF

RENOV

Permit ID

Issue Date

Type

Description

Amount

Issd. Date

% Comp.

Date Comp.

Comments

REPAIR ROOF

REPAIR ROOF

RENOV

City Hall
Nine Dale Ave
Gloucester, MA 01930



TEL 978-281-9700
FAX 978-281-9738
ckirk@ci.gloucester.ma.us

CITY OF GLOUCESTER
OFFICE OF THE MAYOR

MEMORANDUM

TO: City Council
FR: Mayor Kirk
RE: FY11 Certified Free Cash
DT: November 29, 2011

Councilors,

Please join me in celebrating a second year of across the board successful financial management of the city of Gloucester as shown by the city's recently certified free cash from the Dept. of Revenue.

By way of explanation, this year's free cash was generated by a combination of the following factors:

- Unspent free cash from last year;
- \$410,000 in transfers from outside the budget to cover the snow and ice deficit but this also has a positive impact on free cash because it serves to increase the city's fund balance;
- \$390,000 in expense items that were budgeted but were not spent down for a variety of reasons;
- \$370,000 due to the elimination of prior year deficits. You'll recall that this figure hit a low of negative \$3.8 million in 2008 and it took us all of two years to overcome this deficit position.
- \$560,000 collected through the tax title process. This represents tax revenue collected in arrears. We do not budget for this revenue as it has already been budgeted in prior years.
- A variety of revenues that came in from line items that exceeded our estimates. This is spread over a dozen line items, and in many cases the margin is very thin. We make adjustments every year, but will continue to be conservative on revenue estimating. Examples are:
 - Trash Disposal Fees approximately \$206,000
 - Motor Vehicle Excise approximately \$156,000
 - Beach Parking Daily Fees approximately \$135,000
 - Building Permits approximately \$120,000
 - Plumbing Permits approximately \$100,000
 - Parking Fines approximately \$88,000
 - Local option Meals Tax approximately \$55,000
 - Local option Hotel/Motel Tax approximately \$63,000
 - Interest & Penalties on Taxes approximately \$59,000
 - Parking Meters approximately \$44,000
 - Health Permits approximately \$42,000
 - Ambulance Charges approximately \$52,000

NOTE: There are also revenues that come in below our estimates. Examples are:

- o Interest Income approximately (\$27,000)
- o Charter Tuition from the State approximately (\$188,000)
- o Medicare Reimbursement (Drug Subsidy) approximately (\$61,000)
- o Electrical Permits approximately (\$24,000)
- o Clam Licenses approximately (\$18,000)
- o Court Fines approximately (\$20,000)

The Administration would like to put Gloucester's accomplishment in the context of other cities and towns across the Commonwealth, and over the past 10 years.

Attached you will find the free cash certifications for the communities who have been processed to date for this year by the Dept. of Revenue. Also, attached you will find a print out of a Dept. of Revenue report showing free cash levels for all communities from FY02 through FY10. Gloucester's numbers are shown on page 3.

Please refer the matter of FY11 free cash to the City Council B&F Committee. Under separate cover, the Administration will be advancing the specific proposals for appropriations from free cash. The School Committee is meeting on November 30, 2011 and the Administration awaits their request which is forthcoming.

Massachusetts Department of Revenue
Division of Local Services
Municipal Databank/Local Aid Section

Fiscal Year 2012 Free Cash

Municipality	DOR Code	FY2012 Free Cash 7/1/2011
ABINGTON	1	1,001,306
ACTON	2	
ACUSHNET	3	989,388
ADAMS	4	
AGAWAM	5	5,647,694
ALFORD	6	109,274
AMESBURY	7	1,159,328
AMHERST	8	4,167,028
ANDOVER	9	
ARLINGTON	10	4,378,542
ASHBURNHAM	11	216,322
ASHBY	12	278,780
ASHFIELD	13	
ASHLAND	14	
ATHOL	15	
ATTLEBORO	16	2,144,107
AUBURN	17	1,443,501
AVON	18	952,347
AYER	19	
BARNSTABLE	20	
BARRE	21	
BECKET	22	
BEDFORD	23	
BELCHERTOWN	24	
BELLINGHAM	25	1,402,198
BELMONT	26	4,904,820
BERKLEY	27	
BERLIN	28	611,385
BERNARDSTON	29	
BEVERLY	30	
BILLERICA	31	4,898,593
BLACKSTONE	32	
BLANDFORD	33	
BOLTON	34	898,225
BOSTON	35	
BOURNE	36	5,099,679
BOXBOROUGH	37	1,259,439
BOXFORD	38	3,042,619
BOYLSTON	39	
BRAINTREE	40	
BREWSTER	41	2,211,097
BRIDGEWATER	42	
BRIMFIELD	43	

certified to
date by DOR
for this
year.

①

Massachusetts Department of Revenue
Division of Local Services
Municipal Databank/Local Aid Section

Fiscal Year 2012 Free Cash

Municipality	DOR Code	FY2012 Free Cash 7/1/2011
BROCKTON	44	
BROOKFIELD	45	
BROOKLINE	46	
BUCKLAND	47	141,489
BURLINGTON	48	
CAMBRIDGE	49	102,239,071
CANTON	50	
CARLISLE	51	2,144,197
CARVER	52	
CHARLEMONT	53	215,701
CHARLTON	54	815,962
CHATHAM	55	
CHELMSFORD	56	4,587,486
CHELSEA	57	
CHESHIRE	58	
CHESTER	59	
CHESTERFIELD	60	
CHICOPEE	61	
CHILMARK	62	260,975
CLARKSBURG	63	
CLINTON	64	
COHASSET	65	
COLRAIN	66	
CONCORD	67	
CONWAY	68	
CUMMINGTON	69	
DALTON	70	
DANVERS	71	
DARTMOUTH	72	3,054,508
DEDHAM	73	
DEERFIELD	74	1,181,889
DENNIS	75	2,017,674
DIGHTON	76	231,101
DOUGLAS	77	414,840
DOVER	78	
DRACUT	79	1,390,469
DUDLEY	80	500,273
DUNSTABLE	81	
DUXBURY	82	
EAST BRIDGEWATER	83	556,327
EAST BROOKFIELD	84	
EAST LONGMEADOW	85	
EASTHAM	86	1,205,248
EASTHAMPTON	87	526,273

Massachusetts Department of Revenue
Division of Local Services
Municipal Databank/Local Aid Section

Fiscal Year 2012 Free Cash

Municipality	DOR Code	FY2012 Free Cash 7/1/2011
EASTON	88	
EDGARTOWN	89	1,260,870
EGREMONT	90	306,700
ERVING	91	
ESSEX	92	481,897
EVERETT	93	
FAIRHAVEN	94	2,013,301
FALL RIVER	95	
FALMOUTH	96	2,826,333
FITCHBURG	97	1,908,904
FLORIDA	98	
FOXBOROUGH	99	
FRAMINGHAM	100	
FRANKLIN	101	2,935,840
FREETOWN	102	
GARDNER	103	
AQUINNAH	104	
GEORGETOWN	105	599,064
GILL	106	
GLOUCESTER	107	3,265,440
GOSHEN	108	
GOSNOLD	109	
GRAFTON	110	
GRANBY	111	
GRANVILLE	112	312,362
GREAT BARRINGTON	113	3,046,578
GREENFIELD	114	
GROTON	115	1,145,957
GROVELAND	116	
HADLEY	117	1,027,949
HALIFAX	118	
HAMILTON	119	
HAMPDEN	120	189,881
HANCOCK	121	
HANOVER	122	
HANSON	123	590,788
HARDWICK	124	
HARVARD	125	
HARWICH	126	
HATFIELD	127	
HAVERHILL	128	
HAWLEY	129	
HEATH	130	
HINGHAM	131	

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Massachusetts Department of Revenue
Division of Local Services
Municipal Databank/Local Aid Section

Fiscal Year 2012 Free Cash

Municipality	DOR Code	FY2012 Free Cash 7/1/2011
HINSDALE	132	
HOLBROOK	133	
HOLDEN	134	1,453,351
HOLLAND	135	
HOLLISTON	136	1,084,078
HOLYOKE	137	4,496,162
HOPEDALE	138	
HOPKINTON	139	
HUBBARDSTON	140	
HUDSON	141	
HULL	142	852,202
HUNTINGTON	143	
IPSWICH	144	703,534
KINGSTON	145	
LAKEVILLE	146	
LANCASTER	147	
LANESBOROUGH	148	405,075
LAWRENCE	149	
LEE	150	
LEICESTER	151	947,372
LENOX	152	
LEOMINSTER	153	6,526,756
LEVERETT	154	
LEXINGTON	155	
LEYDEN	156	
LINCOLN	157	3,960,149
LITTLETON	158	
LONGMEADOW	159	2,305,141
LOWELL	160	
LUDLOW	161	
LUNENBURG	162	
LYNN	163	
LYNNFIELD	164	831,843
MALDEN	165	5,261,491
MANCHESTER	166	
MANSFIELD	167	
MARBLEHEAD	168	
MARION	169	
MARLBOROUGH	170	7,766,863
MARSHFIELD	171	600,595
MASHPEE	172	
MATTAPOISETT	173	728,153
MAYNARD	174	
MEDFIELD	175	

4

Massachusetts Department of Revenue
Division of Local Services
Municipal Databank/Local Aid Section

Fiscal Year 2012 Free Cash

Municipality	DOR Code	FY2012 Free Cash 7/1/2011
MEDFORD	176	
MEDWAY	177	
MELROSE	178	1,463,899
MENDON	179	203,564
MERRIMAC	180	
METHUEN	181	
MIDDLEBOROUGH	182	353,964
MIDDLEFIELD	183	
MIDDLETON	184	
MILFORD	185	1,840,747
MILLBURY	186	
MILLIS	187	699,478
MILLVILLE	188	
MILTON	189	621,644
MONROE	190	434,545
MONSON	191	
MONTAGUE	192	971,967
MONTEREY	193	
MONTGOMERY	194	
MOUNT WASHINGTON	195	
NAHANT	196	402,416
NANTUCKET	197	
NATICK	198	4,737,528
NEEDHAM	199	
NEW ASHFORD	200	153,772
NEW BEDFORD	201	
NEW BRAINTREE	202	
NEW MARLBOROUGH	203	450,000
NEW SALEM	204	
NEWBURY	205	413,317
NEWBURYPORT	206	1,791,088
NEWTON	207	6,793,864
NORFOLK	208	514,087
NORTH ADAMS	209	
NORTH ANDOVER	210	662,280
NORTH ATTLEBOROUGH	211	1,113,487
NORTH BROOKFIELD	212	
NORTH READING	213	927,300
NORTHAMPTON	214	
NORTHBOROUGH	215	1,869,209
NORTHBRIDGE	216	
NORTHFIELD	217	
NORTON	218	1,905,833
NORWELL	219	1,515,219

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Massachusetts Department of Revenue
Division of Local Services
Municipal Databank/Local Aid Section

Fiscal Year 2012 Free Cash

Municipality	DOR Code	FY2012
		Free Cash 7/1/2011
NORWOOD	220	2,253,208
OAK BLUFFS	221	
OAKHAM	222	329,793
ORANGE	223	26,625
ORLEANS	224	2,476,174
OTIS	225	
OXFORD	226	525,236
PALMER	227	1,519,157
PAXTON	228	196,154
PEABODY	229	
PELHAM	230	
PEMBROKE	231	1,063,538
PEPPERELL	232	
PERU	233	
PETERSHAM	234	
PHILLIPSTON	235	
PITTSFIELD	236	
PLAINFIELD	237	161,466
PLAINVILLE	238	
PLYMOUTH	239	
PLYMPTON	240	
PRINCETON	241	
PROVINCETOWN	242	
QUINCY	243	
RANDOLPH	244	
RAYNHAM	245	1,073,426
READING	246	5,499,128
REHOBOTH	247	463,415
REVERE	248	
RICHMOND	249	
ROCHESTER	250	450,552
ROCKLAND	251	
ROCKPORT	252	
ROWE	253	
ROWLEY	254	
ROYALSTON	255	
RUSSELL	256	
RUTLAND	257	522,917
SALEM	258	
SALISBURY	259	220,792
SANDISFIELD	260	853,787
SANDWICH	261	2,137,550
SAUGUS	262	1,315,924
SAVOY	263	

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Massachusetts Department of Revenue
Division of Local Services
Municipal Databank/Local Aid Section

Fiscal Year 2012 Free Cash

Municipality	DOR Code	FY2012 Free Cash 7/1/2011
SCITUATE	264	1,528,822
SEEKONK	265	1,569,728
SHARON	266	
SHEFFIELD	267	
SHELBURNE	268	
SHERBORN	269	
SHIRLEY	270	
SHREWSBURY	271	6,002,067
SHUTESBURY	272	878,898
SOMERSET	273	
SOMERVILLE	274	
SOUTH HADLEY	275	1,854,895
SOUTHAMPTON	276	
SOUTHBOROUGH	277	1,701,671
SOUTHBRIDGE	278	
SOUTHWICK	279	
SPENCER	280	
SPRINGFIELD	281	
STERLING	282	
STOCKBRIDGE	283	1,511,520
STONEHAM	284	255,590
STOUGHTON	285	
STOW	286	1,283,016
STURBRIDGE	287	1,516,595
SUDBURY	288	674,860
SUNDERLAND	289	
SUTTON	290	
SWAMPSCOTT	291	
SWANSEA	292	
TAUNTON	293	
TEMPLETON	294	
TEWKSBURY	295	
TISBURY	296	
TOLLAND	297	430,754
TOPSFIELD	298	
TOWNSEND	299	388,986
TRURO	300	
TYNGSBOROUGH	301	
TYRINGHAM	302	
UPTON	303	
UXBRIDGE	304	280,815
WAKEFIELD	305	
WALES	306	135,377
WALPOLE	307	1,447,757

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Massachusetts Department of Revenue
Division of Local Services
Municipal Databank/Local Aid Section

Fiscal Year 2012 Free Cash

Municipality	DOR Code	FY2012 Free Cash
		7/1/2011
WALTHAM	308	9,638,289
WARE	309	827,983
WAREHAM	310	
WARREN	311	
WARWICK	312	
WASHINGTON	313	
WATERTOWN	314	
WAYLAND	315	10,304,704
WEBSTER	316	
WELLESLEY	317	
WELLFLEET	318	
WENDELL	319	
WENHAM	320	
WEST BOYLSTON	321	941,063
WEST BRIDGEWATER	322	
WEST BROOKFIELD	323	646,368
WEST NEWBURY	324	1,236,756
WEST SPRINGFIELD	325	
WEST STOCKBRIDGE	326	
WEST TISBURY	327	
WESTBOROUGH	328	3,879,635
WESTFIELD	329	
WESTFORD	330	4,315,015
WESTHAMPTON	331	163,159
WESTMINSTER	332	1,182,746
WESTON	333	
WESTPORT	334	613,497
WESTWOOD	335	
WEYMOUTH	336	
WHATELY	337	305,001
WHITMAN	338	1,418,632
WILBRAHAM	339	1,251,563
WILLIAMSBURG	340	519,144
WILLIAMSTOWN	341	
WILMINGTON	342	
WINCHENDON	343	
WINCHESTER	344	5,697,431
WINDSOR	345	
WINTHROP	346	
WOBURN	347	
WORCESTER	348	3,024,376
WORTHINGTON	349	
WRENTHAM	350	1,616,751
YARMOUTH	351	1,262,849

Massachusetts Department of Revenue
Division of Local Services
Municipal Databank/Local Aid Section

Fiscal Year 2012 Free Cash		
		FY2012
Municipality	DOR Code	Free Cash 7/1/2011
Positive Free Cash		346,102,707
Negative Free Cash		0

BOLTON	34	2,491,272	1,533,910	901,366	758,883	1,372,919	1,119,904	1,283,571	1,511,400	1,001,594
BOSTON	35			61,121,000	56,291,000	54,416,841	63,077,000	110,174,000	121,166,508	138,997,570
BOURNE	36	3,178,707	2,580,217	1,613,903	1,890,980	1,107,031	3,911,948	4,262,471	5,282,603	4,897,336
BOXBOROUGH	37	1,717,715	680,947	341,275	606,940	883,359	874,207	735,931	597,752	867,606
BOXFORD	38	1,928,549	1,980,605	1,470,108	1,285,819	1,577,063	1,641,815	1,759,302	1,890,957	1,759,849
BOYLSTON	39	1,023,948	828,819	673,243	756,165	807,520	718,802	487,764	643,420	515,169
BRAINTREE	40	2,866,300	2,330,266	864,419	1,923,889	1,157,949	1,281,459	1,027,824	1,066,301	3,976,484
BREWSTER	41	2,923,356	2,193,605	2,650,480	1,993,061	1,986,683	3,158,788	2,688,771	2,613,630	2,050,579
BRIDGEWATER	42	1,835,581	268,738	(222,193)	1,130,848	705,485	366,495	283,058	(61,999)	(429,353)
BRIMFIELD	43	180,840	331,933	171,494	289,222	318,730	469,397	205,539	512,937	284,843
BROCKTON	44	18,763,426	19,899,989	7,685,262	12,974,370	9,909,562	10,221,254	10,383,451	14,490,760	9,656,070
BROOKFIELD	45		862,938		255,981	94,860	171,848	52,539	205,270	124,152
BROOKLINE	46	6,226,673	6,317,277	6,966,241	4,608,534	5,387,435	3,814,792	5,954,963	7,053,295	4,560,079
BUCKLAND	47	82,829	184,557	124,717	221,282	95,503	230,711	200,348	80,471	147,900
BURLINGTON	48	4,434,303	3,571,133	825,063	455,257	1,801,706	3,193,888	2,560,430	3,593,376	3,299,406
CAMBRIDGE	49	24,995,765	28,706,934	45,049,838	34,888,986	53,554,528	68,010,377	73,785,122	91,754,033	84,569,498
CANTON	50	5,489,742	6,371,924	4,666,586	4,574,977	1,518,847	1,571,013	1,439,648	2,014,284	1,697,797
CARLISLE	51	459,838	274,174	576,718	646,531	944,558	1,297,193	907,034	994,285	1,349,080
CARVER	52	1,190,312	623,269	728,360	1,026,500	804,853	721,629	775,390	404,039	313,032
CHARLEMONT	53	370,493	450,542	394,564		115,472	429,927	246,001	254,808	209,844
CHARLTON	54	457,491	1,053,746			1,062,417	852,863	538,529	1,149,887	526,213
CHATHAM	55	2,868,802	1,976,315	1,701,016	1,568,315	1,152,278	1,495,101	1,560,043	1,606,285	1,051,336
CHELMSFORD	56	1,969,661	1,907,125	(74,903)	1,815,488	1,450,140	693,864	1,210,179	2,212,005	1,245,184
CHELSEA	57	10,730,289	6,302,968	7,406,842	2,415,876	4,000,000	4,681,445	4,610,537	5,642,160	2,442,149
CHESHIRE	58	590,251	675,271	466,205	435,992	371,132	409,207	303,428	208,296	601,455
CHESTER	59	54,351	54,162	67,176	211,647	(8,237)	381,346	237,593	163,775	184,856
CHESTERFIELD	60	339,423	414,544	478,572	419,689	373,728	507,959	407,420	448,972	622,707
CHICOPPEE	61	2,030,243	4,751,820	2,550,164	3,795,497	1,825,460	3,744,339	4,322,307	5,122,501	3,519,575
CHILMARK	62	580,097	282,251	477,053	542,753	617,123	622,800	537,027	582,880	439,307
CLARKSBURG	63	242,722	326,285	394,816	337,535	216,674	225,052	104,433	162,798	92,639
CLINTON	64	656,688	594,356	259,860	(3,612)	(516,309)	(588,314)	185,043	(93,102)	327,282
COHASSET	65	1,574,628	1,106,473	937,302	346,816	737,226	1,007,737	956,971	359,773	347,086
COLRAIN	66	354,225	119,650	296,677	24,012	195,782	188,652	112,768	205,881	120,211
CONCORD	67	4,066,404	4,141,512	3,638,239	3,994,445	4,880,193	5,730,609	8,003,063	7,371,061	8,471,337
CONWAY	68	636,782	361,737	593,977	556,305	659,000	665,736	400,000	664,290	421,646
CUMMINGTON	69	157,241	57,000	115,745	76,049	159,129	212,138	132,623	42,696	279,480
DALTON	70	1,795,074	1,414,046	1,097,343	1,556,723	1,873,867	1,391,414	1,072,184	1,025,423	613,985
DANVERS	71	6,156,825	7,084,445	5,576,145	5,851,467	5,868,031	7,194,731	5,065,890	5,541,821	3,860,866
DARTMOUTH	72	2,218,363	3,197,882	2,802,207	2,659,263	2,095,840	1,748,012	1,698,902	2,084,260	3,722,573
DEDHAM	73	783,816	3,210,302	1,336,980	2,560,452	2,091,365	889,168	1,918,843	3,155,807	1,999,102
DEERFIELD	74	1,360,853	730,501	646,479	611,608	544,800	768,918	814,923	1,220,459	739,896
DENNIS	75	2,862,478	2,636,873	1,981,656	2,198,018	2,567,949	2,263,156	1,558,634	2,267,455	1,748,767
DIGHTON	76	149,512	353,783	453,380	330,248	607,953	188,102	72,655	140,782	99,355

DOUGLAS	77	532,861	1,281,216	812,980		(340,115)	904,605	787,470	310,552	937,945
DOVER	78	2,529,670	2,819,763	2,259,566	2,124,443	2,952,012	3,265,104	3,405,170	3,284,921	3,803,191
DRACUT	79	3,703,862	2,292,936	1,377,570	363,751	623,627	1,761,861	1,998,316	2,473,822	1,499,903
DUDLEY	80	1,332,460	614,271	213,415	(292,896)	80,191	306,559	104,544	342,112	788,296
DUNSTABLE	81	634,476	502,126	480,350	429,587	276,142	38,621	188,046	151,578	152,612
DUXBURY	82	1,966,103	2,322,167	2,620,649	2,235,048	2,320,693	2,431,126	2,406,063	1,148,688	3,173,747
EAST BRIDGEW	83	1,543,977	1,314,555	896,896	1,382,476	1,218,377	1,833,028	1,637,089	1,080,479	729,691
EAST BROOKFI	84	426,137	172,151	156,741	233,070	216,172	274,589	165,614	219,081	286,754
EAST LONGME	85	2,910,348	1,978,802	3,155,093	1,316,021	2,516,327	1,875,789	1,709,272	1,853,701	1,237,803
EASTHAM	86	826,284	1,129,307	592,722	1,152,816	630,230	1,286,625	0	3,356,985	4,322,931
EASTHAMPTON	87	1,401,928	689,900	249,047	380,132	1,105,435	1,151,406	442,994	542,313	909,073
EASTON	88	741,162	1,155,436	747,496	1,057,888	1,414,793	1,366,111	1,612,336	1,511,527	688,651
EDGARTOWN	89	1,146,620	1,372,812	1,580,276	1,545,283	1,187,724	1,238,220	1,626,566	756,799	1,599,480
EGREMONT	90	241,093	141,445	264,651	366,642	289,258	209,059	268,503	296,344	270,602
ERVING	91	356,610	667,612	819,050	720,049	1,031,644	553,903	907,121	1,093,939	1,334,922
ESSEX	92	261,214	278,362	94,854	98,088	429,184	553,502	432,942	489,841	693,251
EVERETT	93	2,731,514	1,035,714	727,014	330,748	6,366,868	4,864,104	11,625,470	5,683,502	3,631,421
FAIRHAVEN	94	2,240,655	2,279,714	1,937,505	2,108,650	3,294,529	3,999,414	3,577,917	3,376,764	3,544,354
FALL RIVER	95	10,569,087	4,801,236	5,936,828	29,600	7,544,788	2,858,218	8,288,088	259,573	2,026,802
FALMOUTH	96	7,093,633	7,028,385	5,710,803	2,720,901	2,905,432	1,977,283	1,242,460	2,310,064	719,516
FITCHBURG	97	2,512,032	3,160,000	972,171	1,973,979	1,447,075	333,440	211,840	1,292,994	2,384,789
FLORIDA	98	149,801	372,798	325,277	225,830	210,259	295,042	0	349,085	113,000
FOXBOROUGH	99	2,319,989	1,784,447	2,152,826	2,011,032	2,638,206	3,654,799	3,524,196	6,182,169	4,762,010
FRAMMINGHAM	100	3,233,152	3,457,398	4,259,864	4,015,714	4,064,138	2,643,785	1,246,798	1,869,537	1,765,820
FRANKLIN	101	3,802,432	3,682,685	1,586,454	2,707,379	2,104,083	656,537	1,858,230	2,328,814	2,385,242
FREETOWN	102	1,046,755	476,925	460,347	157,703	720,698	680,375	(122,517)	521,795	332,630
GARDNER	103	640,110	214,377	(119,073)	597,470	779,378	871,792	524,355	500,572	865,160
ACQUINNAH	104	156,445	232,155	(44,555)	297,851	35,676	215,742	57,175		281,707
GEORGETOWN	105	546,709	100,387	53,913	804,819	448,763	508,435	476,707	931,250	629,727
GILL	106	272,887	162,374	253,002	234,220	241,629	200,268	132,732	182,267	195,374
GLOUCESTER	107	578,278	(9,223)	(98,296)	(302,691)			0	(3,818,442)	(2,384,524)
GOSHEN	108	70,364	94,949		216,200	50,480	129,564	101,274	265,338	218,933
GOSNOLD	109	13,705	(26,789)		(27,394)	0				
GRAFTON	110	1,980,153	2,881,509	1,850,818	1,099,346	2,384,172	2,553,645	2,643,663	2,445,136	2,544,783
GRANBY	111	709,218	1,194,013		2,209,709	2,799,733	2,402,483	2,057,826	1,874,185	
GRANVILLE	112	666,563	508,227	636,058	545,786	881,952	748,219	528,770	423,831	382,636
GREAT BARRIN	113	2,116,975	1,955,972	1,969,910	1,902,929	2,349,221	2,469,389	2,203,064	2,607,254	2,744,089
GREENFIELD	114	1,178,286	12,032	377,430	218,967	358,735	583,979	180,758	941,893	1,355,233
GROTON	115	1,170,783	789,142	1,144,160	505,542	855,318	904,466	755,321	627,146	637,627
GROVELAND	116	(78,003)	202,651	177,288	69,813	198,638		886,219	683,073	277,207
HADLEY	117	388,123	25,636	348,939	323,236	358,535	272,506	267,047	657,094	406,914
HALFAX	118	422,971	772,458	1,271,699	129,507	677,380	571,923	732,063	794,633	637,699
HAMILTON	119	1,656,432	889,322	602,042	256,452	255,294	236,860	131,887	419,190	

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HAMPDEN	120	255,845	100,413	136,091	77,049	(20,162)	317,530	94,700	237,294	(50,826)
HANCOCK	121	172,151	161,310	47,034	163,344	192,782	294,112	378,231	122,485	598,772
HANOVER	122	1,215,402	1,474,962	1,644,564	1,052,408	1,621,023	1,528,164	2,739,686	1,546,768	1,710,066
HANSON	123	779,440	587,522	703,270	835,361	521,832	363,922	536,845	299,145	161,888
HARDWICK	124	367,869	243,283	367,410	426,291	388,684	344,399	408,256	409,516	281,685
HARVARD	125	545,572	191,096	422,550	259,319	219,916	160,117	557,244	86,131	422,845
HARWICH	126	2,551,024	3,913,104	3,556,242	1,160,400	2,397,031	2,080,636	1,765,928	1,008,131	442,284
HATFIELD	127	174,548	252,727	245,301	174,310	(50,886)	231,123	208,247	382,909	310,556
HAVERTHILL	128	(103,066)	(467,138)	923,687	174,310	177,425	3,339,090	2,175,064	2,621,400	4,170,615
HAWLEY	129	99,485	80,377	123,641	270,292	117,089	133,922	113,055	83,552	83,634
HEATH	130	39,430	99,701	143,080	136,019	83,303	129,584	92,986	199,475	107,170
HINGHAM	131	4,958,507	5,546,136	2,105,160	3,983,192	3,144,281	5,918,645	5,002,112	4,072,214	4,749,226
HINSDALE	132	222,378	210,329	157,379	205,893	377,358	241,665	246,581	300,000	323,615
HOLBROOK	133	563,435	(232,572)	168,790	344,762	820,630	38,233	(24,709)	(500,861)	(56,780)
HOLDEN	134	763,467	850,626	462,489	609,681	921,747	1,428,676	728,081	216,851	162,788
HOLLAND	135	100,960	229,572	56,771	184,528	107,027	114,557	(93,400)	28,047	193,264
HOLLISTON	136	1,962,411	574,474	631,408	258,447	758,141	1,094,909	882,642	582,828	206,643
HOLYOKE	137	7,011,346	8,774,546	4,812,779	4,589,754	5,328,063	4,216,789	4,437,193	6,001,807	5,875,643
HOPEDALE	138	551,083	463,642	286,955	201,461	112,722	133,207	276,309	276,689	441,340
HOPKINTON	139	3,546,820	163,706	972,996	1,104,577	1,086,071	626,959	351,762	996,223	595,562
HUBBARDSTON	140	294,330	336,555	180,271	195,911	78,894	206,942	33,767	64,844	81,647
HUDSON	141	3,050,785	3,767,483	3,093,853	3,096,328	2,908,928	3,056,499	1,325,155	2,207,086	790,540
HULL	142	2,718,481	3,260,038	1,938,362	1,593,987	1,556,344	656,326	705,495	337,069	482,086
HUNTINGTON	143	326,678	352,778	493,034	362,658	564,140	356,115	802,348	320,835	153,876
IPSWICH	144	986,270	897,954	769,966	892,485	624,538	1,148,214	364,693	640,534	628,313
KINGSTON	145	1,803,699	2,215,678	1,748,908	1,664,025	1,275,645	942,615	695,281	493,888	526,595
LAKEVILLE	146	322,927	533,971	363,109	391,074	525,536	204,087	107,787	178,466	279,081
LANCASTER	147	699,572	286,788	658,534	566,430	153,557		1,314,534		127,015
LANESBOROUGH	148	593,374	405,691	261,643	445,210	484,715	113,337	686,698	435,870	320,936
LAWRENCE	149	13,795,863	8,645,665	4,217,162	3,255,813	(2,490,360)	(15,112,680)			
LEE	150	1,163,600	1,247,884	1,481,369	1,845,769	1,328,419	1,603,148	2,091,064	1,871,002	1,379,777
LEICESTER	151	852,506	618,202	630,777	1,814,804	964,375	1,786,049	941,846	967,817	360,671
LENEX	152	2,541,391	1,333,906	1,695,613	1,733,769	2,121,414	2,182,468	2,274,901	2,755,722	2,452,007
LEOMINSTER	153	3,637,869	3,822,764	3,550,548	3,091,199	3,327,754	5,943,576	5,336,994	5,464,869	5,953,236
LEVERETT	154	219,323	493,250	659,008	499,167	405,215	374,840	294,692	387,619	353,019
LEXINGTON	155	5,439,004	2,135,507	1,315,003	2,323,202	5,409,985	3,802,347	4,861,516	5,481,717	6,159,509
LEYDEN	156	(36,167)	27,167	96,035	25,846	(35,886)	122,939	69,520	5,195	131
LINCOLN	157	1,181,283	1,179,244	1,369,284	1,215,815	1,537,416	2,593,009	3,064,568	3,153,308	3,385,755
LITTLETON	158	525,447	161,168	617,948	418,394	473,860	1,007,450	1,061,237	1,128,432	1,517,927
LONGMEADOW	159	1,876,131	1,094,438	1,279,589	2,046,042	1,206,422	1,268,801	1,622,489	1,479,918	489,350
LOWELL	160	11,969,520	17,037,765	13,022,974	5,175,063	1,485,463	(2,220,766)	(1,088,505)	30,789	(490,543)
LUDLOW	161	2,468,800	1,857,463	3,427,761	1,685,341	1,522,162	2,951,586	2,286,384	898,228	1,295,250
LUNENBURG	162	693,904	113,739	25,240	1,133,125		1,367,662	856,875		(290,417)

LYNN	163	3,784,722	3,272,831	228,904	7,869,779	9,384,104	5,473,979	3,729,342	411,505	4,675,104
LYNNFIELD	164	997,828	1,725,712	1,304,160	1,009,724	75,464	632,977	1,015,752	666,662	618,047
MAIDEN	165	296,014	1,905,695	322,739	406,781	3,297,661	1,318,995	2,620,122	1,209,118	(1,771,365)
MANCHESTER	166	818,791	490,823	357,023	297,364	745,441	1,198,601	1,089,302	990,130	669,948
MANSHFIELD	167	1,188,570	1,070,521	1,237,418	79,177	275,624	243,943	1,471,043	669,175	602,215
MARBLEHEAD	168	3,232,276	2,140,934	2,027,245	719,553	1,979,269	2,440,184	2,925,664	4,030,276	4,266,672
MARION	169	446,750	863,326	824,639	1,827,397	1,148,591	841,053	992,809	958,146	1,133,017
MARLBOROUGH	170	3,193,758	(3,062,166)	(1,639,891)	1,412,048	6,920,175	3,057,484	3,595,412	6,925,031	4,906,090
MARSHFIELD	171	5,229,698	3,741,753	3,417,797	2,636,727	2,345,744	1,801,458	1,857,603	1,277,723	2,248,761
MASHPEE	172	2,081,199	612,440	1,496,178	2,233,587	2,422,160	3,995,763	2,182,771	2,728,439	1,807,815
MATTAPOISETT	173	534,149	1,062,465	632,651	1,086,086	1,056,738	843,004	620,669	248,691	695,473
MAYNARD	174	(64,645)	949,520	197,275	214,456	(79,283)	(79,283)	518,043		778,671
MEDFIELD	175	2,474,925	1,673,319	1,409,805	1,550,455	1,761,225	1,605,738	1,339,234	1,393,769	1,556,547
MEDFORD	176	1,549,488	518,975	(618,945)	(120,460)	518,997	731,811	(1,502,612)	124,921	1,056,105
MEDWAY	177	(73,307)	1,111,628	201,529	(870,290)	(867,855)	(1,886,744)	1,864,934	1,743,848	2,027,149
MELROSE	178	1,521,230	1,279,931	633,677	676,818	923,540	1,183,924	1,534,807	1,056,353	1,415,239
MENDON	179	201,526	158,963	74,248	166,496	616,022	101,483	250,757	362,128	158,679
MERRIMAC	180	278,109	119,187	26,635	468,437	270,194	193,845	228,158	211,176	68,158
METHUEN	181	2,781,145	1,541,642	1,358,155	2,905,854	1,755,329	2,458,531	140,613	(16,404)	121,398
MIDDLEBOROUGH	182	2,055,696	2,177,755	2,083,766	2,444,300	1,173,145	828,074	2,276,253	3,935,747	144,334
MIDDLEFIELD	183	297,431	198,089	157,308	62,152	176,882	280,038	247,439	122,764	68,014
MIDDLETON	184	1,542,252	2,065,494	1,684,767	1,834,395	2,192,138	1,702,539	2,425,549	2,086,912	2,501,608
MILFORD	185	2,901,654	2,053,213	1,523,494	1,806,803	2,184,808	1,352,662	1,027,573	731,710	1,878,778
MILBURY	186	2,625,760	2,478,770	2,106,172	2,239,814	817,214	1,500,000	2,111,862	1,688,550	525,866
MILLS	187	1,172,362	705,730	938,324	763,669	524,279	487,260	663,622	405,626	571,279
MILLVILLE	188	394,297	330,662	232,268	264,982	236,706	367,960	230,422	147,522	321,948
MILTON	189	988,227	779,251	1,039,800	951,022	1,011,966	423,856	(139,698)	473,754	(388,072)
MONROE	190	129,084	120,516	121,352	62,352	103,910	208,249	279,292	271,349	290,939
MONSON	191	895,296	980,309	1,269,746	773,759	498,035	623,813	671,502	443,017	210,635
MONTAGUE	192	830,026	497,415	380,349	531,636	241,010	261,474	703,733	371,156	465,059
MONTGOMERY	193	178,846	31,041	173,706	197,114	181,435	256,514	392,829	337,744	417,534
MOUNT WASHIN	194	239,242	169,102	202,797	95,827	161,723	141,593	94,181	158,486	169,479
NAHANT	195	131,167	138,443	68,082	102,107	7,599	86,780	101,751	142,776	56,444
NAHANT	196	183,285	16,211	241,041	216,756	260,352	487,604	285,176	89,900	133,268
NANTUCKET	197				4,089,563	3,404,571	2,075,906	0	3,963,326	1,018,228
NATICK	198	3,554,494	4,337,157	4,620,048	5,313,708	4,709,762	4,367,917	4,784,709	2,415,060	3,327,659
NEEDHAM	199	3,226,740	3,473,452	3,270,834	3,260,346	3,895,235	3,266,326	5,810,170	3,145,416	3,568,037
NEW ASHFORD	200	28,306	101,065	87,509	54,068	50,131	93,067	171,943	85,289	151,758
NEW BEDFORD	201	3,494,415					2,670,610	8,509,776	3,920,052	485,684
NEW BRAINTREE	202	98,658	55,405	63,794	117,959	57,676	87,393	62,982	24,798	62,031
NEW MARLBOROUGH	203	448,497	248,683	380,814	195,944	88,397	468,870	451,299	242,031	168,536
NEW SALEM	204	162,217	150,138	219,865	156,681	96,571	156,179	135,946	213,598	230,627
NEWBURY	205	476,406	310,738	103,302	(127,091)	(102,619)	85,976	92,844	350,297	119,813

NEWBURYPORT	206	2,258,675	3,367,274	2,194,161	605,884	642,831	563,035	677,042	842,678	1,281,624
NEWTON	207	5,460,582	5,601,675	6,153,294	4,832,778	3,885,027	7,690,495	8,483,609	10,923,805	6,697,571
NORFOLK	208	255,082	818,920	807,598	599,593	503,903	413,385	327,374	411,337	67,005
NORTH ADAMS	209	3,189,533	2,414,053	2,561,553	2,266,439	1,478,499	906,075	965,291	1,343,796	310,049
NORTH ANDOV	210	1,024,106	2,049,465	1,662,277	1,487,260	65,267	2,919,156	983,278	(360,946)	(71,033)
NORTH ATTLEB	211	1,156,512	741,742	1,447,957	1,653,999	1,344,185	1,365,213	1,042,932	1,458,203	1,271,961
NORTH BROOK	212	210,047	664,272	565,145	778,576	697,986	612,338	623,401	413,217	210,125
NORTH READIN	213	1,073,655	203,177	1,563,502	(15,553)	1,153,625	1,717,033	1,008,723	1,946,045	859,836
NORTHAMPTON	214	2,869,919	2,942,850	1,807,319	2,759,427	4,199,981	2,539,590	1,757,934	1,034,155	(165,930)
NORTHBOROC	215	2,419,915	2,404,281	700,777	1,382,178	1,289,670	1,273,342	470,988	1,265,111	946,294
NORTHERIDGE	216	1,877,123	2,228,780	2,037,220	761,064	725,630	651,442	1,200,000	2,002,232	1,256,665
NORTHFIELD	217	542,366	420,753	347,030	279,673	293,048	265,054	193,648	180,288	284,004
NORTON	218	(796,106)	(551,313)	93,432	1,211,139	1,748,186	1,944,477	193,583	1,206,779	1,021,884
NORWELL	219	1,798,916	1,662,674	790,650	1,504,294	316,816	1,208,040	1,534,167	1,513,119	1,437,347
NORWOOD	220	5,275,277	2,966,860	1,921,521	554,138	1,466,025	1,243,948	2,326,828	4,153,275	5,250,959
OAK BLUFFS	221	83,278	286,045	481,389	909,744	476,146	218,563	513,237	324,415	(189,579)
OAKHAM	222	236,554	175,082	362,943	137,790	252,894	178,909	174,198	44,690	136,321
ORANGE	223	887,942	729,363	643,245	177,583	(321,093)	517,845	48,727	115,321	3,300
ORLEANS	224	2,508,500	2,568,430	2,925,517	2,361,428	2,019,950	2,518,702	2,035,967	2,073,982	1,756,518
OTTIS	225	379,884	628,248	380,871	489,306	752,609	652,807	725,506	837,590	1,012,942
OXFORD	226	1,139,068	102,503	1,004,437	909,025	1,490,863	2,037,889	1,301,584	864,242	674,955
PALMER	227	1,308,939	998,953	483,160	812,732	681,411	330,250	93,622	261,191	343,483
PAXTON	228	256,494	185,946	295,378	600,807	509,061	155,973	441,609	244,551	213,557
PEABODY	229	2,234,109	1,017,344	2,523,408	3,310,075	7,668,567	9,395,660	7,367,614	10,766,520	7,329,212
PELHAM	230	288,008	247,036	253,408	198,686	(159,809)	61,838	133,297	187,447	85,925
PEMBROKE	231	1,109,024	1,110,864	1,310,134	78,827	742,436	880,768	588,778	827,988	1,240,500
PEPPERELL	232	1,502,369	1,884,903	1,918,767	1,749,365	2,248,357	1,845,341	1,725,533	897,882	551,573
PERU	233	167,008	112,281	113,534	60,308	166,387	188,643	265,510	269,931	133,502
PETERSHAM	234	165,323	147,801	93,219	56,631	105,143	100,873	184,484	139,090	435,260
PHILLIPSTON	235	197,398	(2,685)	3,388,238	3,883,288	3,970,637	4,037,510	4,466,400	5,023,245	(32,069)
PITTSFIELD	236	(361,512)	4,768,603	4,574,186	162,998	120,713	60,783	78,390	90,373	76,955
PLAINFIELD	237	137,165	91,423	129,843	812,026	1,311,363	748,341	190,970	548,842	(238,071)
PLAINVILLE	238	576,297	679,291	730,785	4,782,161	6,716,509	4,039,341	1,746,505	1,961,063	4,098,713
PLYMOUTH	239	6,960,097	4,887,962	2,862,338	199,881	312,167	659,342	145,545	173,995	2,712
PLYMPTON	240	502,280	307,894	363,236	234,280	233,406	141,155	275,515	194,363	275,793
PRINCETON	241	281,961	169,771	970,884	6,402,569	11,423,977	5,664,245	(1,698,737)	1,617,625	1,336,501
PROVINCETOW	242	222,798	(4,716,942)	(365,139)	1,096,675	568,701	(18,330)	3,959,337	2,217,969	860,883
QUINCY	243	(1,550,531)	1,459,032	1,092,692	921,407	3,001,750	81,303	56,052	1,104,826	1,449,404
RANDOLPH	244	2,161,310	600,689	1,508,060	2,338,696	2,634,251	3,233,516	4,862,831	5,267,060	999,710
RAYNHAM	245	1,276,262	1,703,703	1,074,424	826,213	1,148,542	669,224	417,312	503,453	58,446
READING	246	985,699	844,964	(1,102,929)	(174,079)	1,169,925	2,475,476	1,788,397	1,356,076	967,932
REHOBOTH	247	542,772	97,882	(1,102,929)	(174,079)	1,169,925	2,475,476	1,788,397	1,356,076	967,932
REVERE	248	603,793	97,882	(1,102,929)	(174,079)	1,169,925	2,475,476	1,788,397	1,356,076	967,932

RICHMOND	249	190,553	171,123	105,285	256,310	(76,475)	(73,429)	0	291,011	334,753
ROCHESTER	250	1,112,958	777,833	948,291	762,239	587,599	998,101	619,694	752,807	551,162
ROCKLAND	251		827,219	736,558	1,710,619	679,332	329,776	601,463	498,636	(973,917)
ROCKPORT	252	865,587	331,070	767,973	720,736	24,567	455,838	99,639	749,630	810,613
ROWE	253	573,153	524,365	433,895	291,831	253,569	182,640	215,799	220,567	197,367
ROWLEY	254	983,906	473,547	468,757	613,374	615,220	537,877	391,444	425,262	500,746
ROYALSTON	255			108,132	285,623	221,622	10,179	0		
RUSSELL	256	483,657	535,688	443,409	1,103,652	637,027	889,880	924,037	770,797	860,120
RUSSLAND	257	694,270	921,872	(155,248)	1,315,674	848,231	302,561	(204,132)	272,299	132,011
SALEM	258	4,965,894	4,010,382	3,212,194	1,867,737	2,732,080	538,372	691,149	1,114,950	1,261,200
SALISBURY	259	(396,456)		209,237	366,824	910,653	343,461	854,700	193,820	478,406
SANDSFIELD	260	281,965	420,473	477,443	565,613	730,668	769,453	891,975	829,997	820,676
SANDWICH	261	2,259,156	1,604,257	2,105,599	(173,823)	944,406	2,232,054	1,721,254	3,055,775	1,126,979
SAUGUS	262	1,706,978	1,579,413	(416,255)	(365,433)	84,723	(1,858,821)	(1,778,121)	134,729	1,485,995
SAVOY	263	221,077	150,112	28,197	84,197	69,217	112,198	14,503	66,227	10,642
SCITUATE	264	972,405	824,415	1,399,184	725,976	1,346,559	725,852	302,274	(189,322)	293,677
SEERONK	265	1,082,810	1,564,366	77,526	672,784	1,117,810	1,689,264	1,453,148	1,050,333	1,324,386
SHARON	266	1,125,311	982,118	1,051,399	2,189,732	1,594,240	926,507	1,210,007	3,053,062	1,183,614
SHEFFIELD	267	871,749	973,235	798,437	896,937	917,352	958,111	1,002,023	504,008	567,765
SHELBURNE	268	245,107	169,326	136,205	193,441	113,535	194,014	177,656	117,450	50,327
SHERBORN	269	1,220,305	866,123	766,013	992,109	911,184	1,091,933	1,218,412	1,821,955	1,416,778
SHIRLEY	270	761,734	473,754	302,529	400,232	255,663	340,570	(57,291)	(108,123)	(53,941)
SHREWSBURY	271	4,087,506	6,968,805	3,616,392	2,837,137	1,830,112	4,137,833	4,850,038	4,597,946	4,778,074
SHUTESBURY	272	323,509	410,342	449,370	600,261	368,279	606,862	360,336	507,886	569,829
SOMERSET	273	5,778,790	3,104,707	2,466,396	728,574	420,471	1,400,542	1,424,808	1,750,612	2,308,569
SOMERVILLE	274	4,300,000	5,509,383	6,722,018		8,529,764	6,945,371	8,146,771	10,210,232	6,378,420
SOUTH HADLEY	275	1,067,102	1,546,768	1,663,785	1,282,817	1,743,995	1,526,792	2,097,666	1,970,236	1,604,391
SOUTHAMPTON	276	282,836	254,367	143,969	135,438	608,742	416,604	163,409	215,905	342,845
SOUTHBOROUGH	277	1,351,410	1,309,704	1,541,729	1,464,985		4,903,774	2,329,754	1,869,129	1,255,634
SOUTHBIDGE	278	2,328,641	650,000	1,536,886	(319,862)	1,207,580	618,277	1,049,469	8,309,299	1,328,336
SOUTHWICK	279	832,018	489,547	169,653	888,992	842,269	1,247,821	1,844,993	1,859,448	1,920,405
SPENCER	280	511,170	423,903	545,303	504,715	1,031,956	691,307	886,289	1,161,336	680,702
SPRINGFIELD	281	(30,777,226)	(57,510,507)	(22,967,298)	(37,357,636)	6,797,833	17,372,051	30,453,077	12,543,347	22,319,922
STERLING	282	546,820	1,624,684	865,980	215,122	1,260,981	909,095	728,253	763,133	586,572
STONEBRIDGE	283	1,729,280	1,876,087	2,325,210	1,734,320	1,269,702	1,221,932	1,652,002	2,177,084	1,214,804
STONEHAM	284	1,628,810	870,044	2,713,317	707,625	640,872	94,839	1,432,435	1,358,312	456,425
STOUGHTON	285	1,258,449	1,420,663	2,538,800	1,902,977	1,792,706	1,186,212	1,093,129	692,541	846,686
STOW	286	751,362	290,647	651,578	478,754	573,566	472,768	410,218	434,769	604,198
STURBRIDGE	287	1,439,372	1,325,566	886,020	1,447,648	1,480,965	1,325,933	846,775	1,118,491	488,443
SUDBURY	288	1,182,077	944,818	1,146,292	865,226	1,475,243	1,916,902	419,110	15,235	488,595
SUNDERLAND	289	517,117	309,606	314,169	(91,336)	779,444	493,422	407,965	391,850	339,083
SUTTON	290	408,357	771,933	705,107	1,071,105	1,111,796	573,311	544,674	810,539	656,864
SWAMPSCOTT	291	1,814,919	848,258	571,391	495,930	1,248,544	1,140,038	229,387	1,108,606	924,145

WESTWOOD	335	1,158,195	700,938	1,498,110	1,138,014	1,154,408	1,266,415	1,142,342	1,274,374	1,148,459
WEYMOUTH	336	2,294,804	765,519	2,720,291	3,047,994	4,283,585	1,408,007	180,801	1,160,695	3,163,741
WHATELY	337	341,808	248,280	332,775	359,704	29,149	211,486	304,366	291,716	215,090
WHITMAN	338	1,004,929	970,724	443,409	550,574	30,624	1,531,310	623,895	492,051	724,681
WILBRAHAM	339	240,183	261,211	166,400	472,501	399,623	17,030	430,142	140,182	521,264
WILLIAMSBURG	340	391,042	115,546	318,257	332,189	271,508	222,465	237,752	500,150	547,077
WILLIAMSTOWN	341	820,931	477,842	274,064	215,886	441,331	310,634	477,507	554,878	380,788
WILMINGTON	342	8,524,933	9,217,469	5,711,915	4,334,791	3,931,768	3,536,573	3,080,340	4,775,044	4,821,736
WINCHENDON	343	1,040,459	980,273	732,263	1,073,940	304,510	797,711	909,844	314,484	154,534
WINCHESTER	344	2,146,111	1,809,556	1,253,555	1,073,940	1,903,289	3,457,218	5,116,460	5,835,669	7,866,362
WINDSOR	345	261,096	262,464	178,316	224,042	251,827	256,747	220,989	304,021	228,257
WINTHROP	346	1,706,400	1,928,830	1,345,190	2,126,948	842,824	2,043,149	471,868	(444,518)	4,467
WOBURN	347		5,033,485	5,325,871	7,054,659	3,762,701	5,091,550	5,347,955	3,842,317	4,510,113
WORCESTER	348	7,996,823	3,120,700	4,502,753	1,144,986	7,471,148	2,101,529	529,815	2,799,462	729,205
WORTHINGTON	349	101,953	120,297	114,093	176,037	323,290	368,747	474,645	169,054	158,449
WRENTHAM	350	1,075,230	875,756	889,904	1,007,199	1,044,687	935,875	1,601,409	773,212	738,411
YARMOUTH	351	4,734,135	3,496,076	3,154,671	1,718,433	2,240,419	1,225,841	1,262,431	1,103,891	295,171
Positive Free Cash		697,924,602	636,864,316	636,018,190	602,180,879	698,487,133	642,834,771	716,050,982	737,647,783	697,938,677
Negative Free Cash		(38,512,297)	(69,261,287)	(29,793,956)	(41,419,329)	(6,096,472)	(21,838,367)	(21,826,027)	(6,947,524)	(10,382,724)

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CITY OF GLOUCESTER
OFFICE OF THE MAYOR

MEMORANDUM

TO: City Council
FR: Mayor Kirk
RE: FY11 Certified Free Cash Requests
DT: December 6, 2011

Councilors,

FY10 Summary

As a reminder, the Administration below summarizes the free cash appropriations made last year:

\$750,000 – Stabilization Fund
\$300,000 – School Buildings
\$130,000 – Pension payment shortfall
\$200,000 – Settlement of employee contracts (\$50,000 for the school dept. which supplemented its budget of \$100,000 and \$150,000 for the city)
\$27,000 – High School locker room project
\$10,000 – OPEB
\$25,293 – For Council appropriation

We present this as background because as you can see, no city department besides the School Dept. and DPW/school buildings were asked to submit free cash appropriation requests.

FY11 Requests

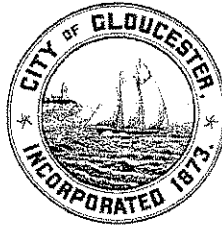
This year, because of the pressure on ordinary budgets over the past four years, and needs that have accumulated over that time, all city departments were asked to make free cash requests. The Administration has reviewed all requests, and has herewith provided to the City Council, the approved requests for your review and approval.

NOTE: Many of the requests are self-explanatory, however, in some instances, we have provided a detailed Memorandum outlining the rationale for the request. These requests are in no particular order.

AMOUNT	DEDICATED PURPOSE	EXPLANATION
\$42,900	Sawyer Free Library	Books and Materials (\$25,000); Furnishings especially safer furniture for Children's Library (\$17,900)
\$65,000	City Council	Furnishings / Improvements for Auditorium / Council Meeting Room (\$25,000); Veteran Firefighter (est. \$40,000 for balance of FY12)
\$26,200	Mayor's Office	Furnishings / equipment (\$1,200); Surveys including School Dept. surveys -- re: municipal buildings (\$15,000); Contingency (\$10,000)
\$25,000	Tourism	PR for Gloucester campaign; Collateral materials; Advertisements
\$6,300	Assessor's office	Equipment (\$300); Vehicle lease (\$6,000)
\$7,500	Legal	Equipment/Carpet Cleaning /Professional Development
\$4,700	City Clerk's office	Furnishings / Equipment
\$1,200	Purchasing	Equipment
\$5,105	Council on Aging	Furnishings / Equipment
\$20,000	Veteran's Services	To meet demand for benefits
\$22,500	IT	Equipment / Software Upgrades / Automation improvements
\$20,000	IT/Assessors/Engineering	Assessor's Maps transferred to GIS system
\$16,000	Public Health Dept.	Shingles Vaccine for needy Gloucester residents
\$67,250	Treas. / Collector	Equipment; Furnishings; Automation
\$186,000	DPW -- general	Municipal building heating system repairs including schools; Equipment; Goose Cove Causeway repair
\$39,300	DPW - engineering	Equipment
\$100,000	DPW -- School Custodial support	To cover budget shortfalls and provide back up coverage
\$53,000	Police Dept	Equipment; reimbursement for employment liability; heavy cleaning of facility
\$116,084	Fire Dept.	See Memo
\$180,000	Personnel	See Memo
\$684,439	School Dept.	See Memo
\$700,000	Stabilization Fund	Maintain good practice and stated objective of increasing reserve balances.
\$50,000	Capital Projects Stabilization Fund	Maintain good practice for stated objective of increasing reserve balances.
\$10,000	OPEB Fund	Contingency funding for Other Post Employment Benefit liabilities

This represents the complete request from the Administration for general fund free cash appropriations at this time. Thank you for your support.

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CITY OF GLOUCESTER
OFFICE OF THE MAYOR

MEMORANDUM

TO: City Council
FR: Mayor Kirk
RE: SCHOOL DEPARTMENT FREE CASH REQUEST – FY11
DT: December 6, 2011

Councilors,

The approved FY11 free cash request for the School Dept. totals \$684,439.

The rationale for this request is as follows:

1. \$60,000 for elementary school curriculum materials:

Second payment of the elementary school curriculum materials. Per the Administration's request, funding for this was removed from the School Dept. budget with an understanding that we would make the request to fund with free cash.

2. \$127,772 to cover the net unanticipated required expenses including Special Education:

The School Dept. has prepared a list of unanticipated expenses which totals \$252,790 for the year to date. They have drawn down their contingency fund and applied additional circuit-breaker money to cover the deficits, however, remain short by this amount.

3. \$75,000 to replenish contingency fund:

The contingency fund needs to be replenished in order to accommodate any further unanticipated expenses that may arise during this fiscal year.

4. \$249,667 for contract settlements:

Per the Administration's request, funding for this was removed from the School Dept. budget with an understanding that we would make the request to fund with free cash.

5. \$172,000 to lift spending freeze:

Currently, there is a spending freeze in place due to the extent of unanticipated expenses, however, the spending freeze can be lifted with this package of free cash appropriations. The spending freeze has impacted the classroom heavily, and this will allow direct benefit to each school and child.

School Committee Free Cash Requests Not Funded – FYI

1. \$55,262 for third payment of elementary school curriculum materials. This payment is not due until FY13.
2. \$126,066 in capital investment in Food Service equipment. This is better made as a capital request and also needs further vetting by School Dept. Building and Finance.
3. \$450,000 for West Parish School feasibility study. The Administration will be making a proposal to the City Council in early 2012 on this matter.

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CITY OF GLOUCESTER
OFFICE OF THE MAYOR

MEMORANDUM

TO: City Council
FR: Mayor Kirk
RE: FIRE DEPARTMENT FREE CASH REQUEST – FY11
DT: December 6, 2011

Councilors,

The approved FY11 free cash request for the Fire Dept. totals \$116,584 (excluding the amount carried in the City Council line item to hire one additional Firefighter this fiscal year).

The rationale for this request is as follows:

1. \$15,000 for a digital recording system:

This technology has been identified as a top priority, and has been recommended in the recent Audit / AARs performed within the Fire Dept. The system will record all telephone business lines plus all Fire Dept. radio transmissions. The recordings will be able to be played back instantly or filed for future use in fire investigations, for example.

2. \$8,000 for a budget shortfall for a new hire replacement of a retiring Firefighter / Paramedic:

When the budget was set, it was not clear the exact date of the retirement and therefore the cost of the replacement.

3. \$93,084 for training:

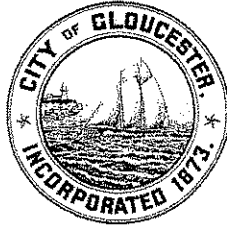
The Administration has been working with an FD Task Force that was pulled together in response in part to the AAR on the Pleasant St. fire along with the other AAR/Audit work that has taken place. The Task Force is made up of Chief Dench, the four Deputy Chiefs (Aiello, Aiello, Schlichte and McRobb), Jim Duggan and myself.

Training has been identified as the number one priority for the Department. The training plan agreed upon by the Task Force includes:

- A) Safety Officer Training for all Officers of the Gloucester Fire Dept. The cost of this training is covered in the FY12 FD Training budget.
- B) Firefighter I and Firefighter II training for all Gloucester firefighters. Currently, 18 of the 57 Gloucester firefighters assigned to line functions have completed the 11 week training program at the Mass. Firefighting Academy. The 39 firefighters who lack this training level have more than 10 years of service with the GFD, and the policy of the Academy is that no one with more than 5 years of experience is accepted into the Academy. In order to have all personnel obtain a consistent training level, instructors are available to come to Gloucester and essentially bring the Academy here. The goal is for all personnel to achieve the same training standard as provided by the Academy.
- C) Additional training for FD Officers in Incident Command, specifically, the Academy's Incident Command System Simulator Lab which can be brought to Gloucester.

We believe that these investments in training of the Gloucester Fire Dept. will yield benefits for greater protection of the firefighters themselves as well as improved public safety in the city of Gloucester.

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CITY OF GLOUCESTER
OFFICE OF THE MAYOR

Memorandum

To: City Council President Hardy and Members of the Gloucester City Council

From: Jim Duggan, Chief Administrative Officer 

Date: December 6, 2011

Re: Reclassification for Senior Management Positions / Contract Settlements

The Administration is requesting an appropriation of \$180,000 to cover the expenses for the reclassification of Senior Management positions and three city contracts that are close to settlement.

In order to prevent any further senior management position independent reclassifications, at the request of the Ordinance and Administration Committee approximately one year ago, the Administration is submitting a reclassification request for the remaining appropriate positions.

The basis for the delay in the O&A's request was the Administration wanted to be prudent in the submissions timing in order to identify a funding source and not create any false expectations.

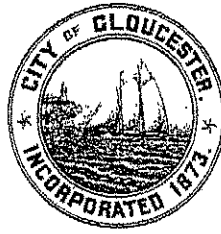
Attached for your review from the Personnel Director are reclassification recommendation's and a survey of similar communities conducted by the Personnel Office which includes:

- Salaries;
- Populations;
- Number of square miles;
- Number of road miles; and
- Median income

I respectfully request that this matter be referred to Budget & Finance for their review and recommendation to the full City Council.

Thank you

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CITY OF GLOUCESTER
PERSONNEL OFFICE

TO: JAMES DUGGAN, CAO
FROM: DAVID J. BAIN JR., PERSONNEL DIRECTOR
DATE: DECEMBER 6, 2011
SUBJECT: SALARY ADJUSTMENTS FOR SENIOR MANAGEMENT

Attached please find the recommended salary adjustments for the personnel captioned above. As you recall, these adjustments are based on a comparative survey previously submitted to the Ordinance Committee and will hopefully realize the Administration's goals of retention, recruitment and moral.

REPORT ON RECLASSIFICATION OF CERTAIN POSITIONS

At the request of the City Council and pursuant to the Personnel Ordinance, the following report with recommendations is respectfully submitted. This report deals with senior management and confidential positions. All other full time positions at the City of Gloucester are covered by collective bargaining agreements, subject to negotiations. The positions under review are as follows:

Position Title	Current Grade	Current Salary Range	Proposed Grade	Proposed Salary Range
Fire Chief	M10	\$81,465 - \$96,374	M12	\$98,329 - \$116,252
Police Chief	M10	\$81,465 - \$96,374	M12	\$98,329 - \$116,252
General Counsel	M10	\$81,465 - \$96,374	M11	\$89,998 - \$106,441
Chief Admin Off	M9	\$72,732 - \$86,051	M11	\$89,998 - \$106,441
Building Inspector	M8	\$65,798 - \$75,473	M9	\$72,732 - \$86,051
Health Director	M8	\$65,798 - \$75,473	M9	\$72,732 - \$86,051
Environmental Eng.	M8	\$65,798 - \$75,473	M9	\$72,732 - \$86,051
Library Director	M8	\$65,798 - \$75,473	M9	\$72,732 - \$86,051
Personnel Director	M8	\$65,798 - \$75,473	M9	\$72,732 - \$86,051
Purchasing Agent	M8	\$65,798 - \$75,473	M9	\$72,732 - \$86,051
IT Director	M8	\$65,798 - \$75,473	M9	\$72,732 - \$86,051
Harbormaster	M7	\$57,477 - \$68,000	M8	\$63,798 - \$75,473
Confidential (5)	7 - 8A		8 - 8B	

In the Personnel Department, salary review is undertaken for three main reasons: recruitment, retention, and moral. These are sound business reasons. It is important to know what the prevailing salary in the industry is so that solicitations can result in qualified candidates being selected for open positions. The other side of this coin is retention. If the salary offered is low, it encourages current employees to seek employment elsewhere. This obviously deprives the organization of qualified, experienced employees. For those unwilling or unable for reasons other than economics to seek alternative employment, moral is lowered and the organization loses vitality. A survey of salaries for various positions has been conducted and is attached. However, a word about surveys is necessary. They are good tools, but not a magic wand. They are a snapshot in time; akin to a financial statement with a slightly longer shelf life. The survey lets us know what everyone else is doing. It does not prescribe a remedy that may be appropriate for our organization. It may be decided that in certain instances, with the future in mind it is appropriate to be a leader rather than a follower as far as certain positions

are concerned. It is, like so much of life, a balancing exercise. If we set our salaries too high, we will endanger our financial position and our ability to carry out our mission. If we set them too low, we fail to attract the talent we need to insure that our organization moves forward.

RECLASSIFICATION RECOMMENDATIONS

1. That the Harbormaster's position classified as M-7 be reclassified as M-8.
2. That the Building Inspector, IT Director, Purchasing Agent, Public Health Director, Library Director, Environmental Engineer, and Personnel Director currently classified as M-8's be reclassified as M-9's.
3. That the Chief Admin Officer currently classified as an M-9 be reclassified to M-11.
4. That the General Counsel currently classified as an M-10 be reclassified to M-11.
5. That the Fire Chief and Police Chief currently classified as M-10's be reclassified as M-12's.
5. That Confidential employees (5) that are currently classified from grade 7 - 8A's be reclassified as grade 8 - 8B's.

Attachments:

A. Salary Survey

Management Salary Survey

Submitted to O & A on 10/4/2010, first iteration.

Position Title	Andover	Belmont	Beverly	Chelmsford	Chelsea	Danvers	Falmouth	Franklin	N. Andover	Peabody	Salem	Watertown	Woburn	Average	Gloucester	Gloucester Actual	Variance	%
Building Commissioner																		
Minimum Annual Salary	\$70,991		\$45,395			\$74,397	\$66,872	\$63,677	\$53,449		\$52,334	\$63,313		\$61,304	\$63,798		\$2,495	4.07%
Maximum Annual Salary	\$90,269		\$85,500	\$64,142	\$85,730	\$99,347	\$87,256	\$86,818	\$74,007		\$71,400	\$79,052	\$78,186	\$81,973	\$75,473	\$65,654	(\$6,500)	-7.93%
CAO/Town Manager																		
Minimum Annual Salary								\$131,328										
Maximum Annual Salary																		
City Eng/Environmental Eng.																		
Minimum Annual Salary	\$70,991	\$59,283		\$52,644	\$63,653	\$78,490	\$71,885	\$75,940	\$61,703	\$81,039	\$61,823	\$63,175		\$65,959	\$72,732	\$72,732	\$6,773	10.27%
Maximum Annual Salary	\$90,269	\$71,136	\$74,270	\$74,385	\$77,799	\$104,812	\$93,808	\$103,531	\$85,433		\$83,461	\$82,591	\$81,038	\$84,889	\$86,051	\$81,696	\$1,662	1.37%
Fire Chief																		
Minimum Annual Salary	\$81,618	\$81,074		\$88,478		\$87,908	\$82,659	\$82,926	\$75,070	\$96,261	\$101,701	\$115,976		\$82,819	\$81,465		(\$1,354)	-1.63%
Maximum Annual Salary	\$112,239	\$113,504	\$125,997	\$116,745	\$125,000	\$117,390	\$107,869	\$113,051	\$103,942					\$112,473	\$96,374	\$87,072	(\$16,099)	-14.31%
General Counsel																		
Minimum Annual Salary															\$81,465			
Maximum Annual Salary							\$114,000	\$90,600			\$80,308			\$95,077	\$96,374	\$86,260	\$1,297	
Health Director																		
Minimum Annual Salary	\$70,991	\$69,711		\$61,051		\$61,232	\$66,872	\$58,318	\$48,152	\$72,937	\$42,644	\$72,782		\$62,569	\$63,798		\$1,229	1.90%
Maximum Annual Salary	\$90,269	\$97,595	\$69,100	\$86,264		\$81,768	\$87,265	\$79,506	\$66,673	\$75,125	\$57,569	\$96,458	\$75,436	\$80,252	\$75,473	\$74,919	(\$4,779)	-5.96%
Library Director																		
Minimum Annual Salary	\$73,530	\$69,711		\$69,765	\$52,031	\$63,434	\$71,885	\$63,677	\$59,330		\$45,234	\$73,782		\$64,238	\$63,798		(\$440)	-0.68%
Maximum Annual Salary	\$100,213	\$97,595	\$70,600	\$92,053	\$63,593	\$80,131	\$93,808	\$86,818	\$82,148	\$72,937	\$61,066	\$96,458	\$76,932	\$82,642	\$75,473	\$68,754	(\$7,169)	-8.68%
MIS Director																		
Minimum Annual Salary	\$70,991	\$61,196		\$52,644			\$71,885		\$64,508	\$69,775		\$63,175		\$64,882	\$63,798		(\$1,084)	-1.67%
Maximum Annual Salary	\$90,269	\$85,674	\$87,300	\$74,385			\$93,808		\$88,851	\$71,868	\$65,895	\$82,591		\$80,901	\$75,473	\$75,473	(\$5,428)	-6.71%
Personnel Director																		
Minimum Annual Salary		\$75,384		\$61,051		\$74,397	\$66,872	\$69,544	\$72,353		\$47,664	\$64,439		\$66,463	\$63,798		(\$2,665)	-4.01%
Maximum Annual Salary	\$100,339	\$105,569	\$72,800	\$86,264	\$71,776	\$99,347	\$87,256	\$94,808	\$99,946	\$77,664	\$64,346	\$64,243	\$77,408	\$66,286	\$75,473	\$75,387	(\$10,813)	-12.53%
Police Chief																		
Minimum Annual Salary	\$81,618	\$81,074		\$88,478		\$87,908	\$88,858	\$82,926	\$75,070					\$83,705	\$81,465		(\$2,240)	-2.68%
Maximum Annual Salary	\$111,239	\$113,504	\$116,745	\$135,000	\$117,390	\$117,390	\$115,393	\$113,051	\$103,942	\$94,410	\$116,832	\$111,158		\$113,515	\$96,374	\$80,177	(\$17,141)	-15.10%
Median Income	\$104,820.00	\$95,057.00	\$66,486.00	\$82,676.00	\$32,130.00	\$70,565.00	\$57,422.00	\$81,826.00	\$91,105.00	\$65,483.00	\$55,635.00	\$67,441.00	\$66,364.00		\$58,459.00			

Management Salary Survey

Submitted to O & A on 10/4/2010, first iteration.

Position Title	Andover	Belmont	Beverly	Chelmsford	Chelsea	Danvers	Falmouth	Franklin	N. Andover	Peabody	Salem	Watertown	Woburn	Average	Gloucester	Gloucester Actual	Variance	%
Purchasing Agent																		
Minimum Annual Salary	\$61,922			\$52,644	\$52,031			\$54,509	\$53,449	\$64,176	\$42,644	\$54,461		\$54,730	\$63,798		\$9,069	16.57%
Maximum Annual Salary	\$78,570		\$70,500	\$74,385	\$63,593			\$72,810	\$74,009	\$66,101	\$57,569	\$71,199	\$69,122	\$69,786	\$75,473	\$65,629	\$5,687	8.15%

Management Salary Survey

Position Title	Beverly	Falmouth	Manchester	Marblehead	Salem	Scituate	Average	Gloucester	Gloucester Actual	Variance	%
Population	39,343	33,123	5,260	19,951	41,256	17,926		30,243			
Square Miles	15.14	44.52	7.72	4.4	7.99	16.9		26.18			
Road Miles	149.89	346.55	39.36	77.41	98.63	119.25		166.22			
Median Income	\$66,486.00	\$57,422.00	\$93,609.00	\$99,892.00	\$55,635.00	\$86,058.00		\$58,459.00			
Harbormaster											
Minimum Annual Salary		\$68,203	\$68,203	\$54,132	\$53,600		\$61,035	\$57,477		(\$3,558)	-5.83%
Maximum Annual Salary		\$89,003	\$89,003	\$75,660	\$74,000	\$66,822	\$78,898	\$68,000	\$58,664	(\$10,898)	-13.81%

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CITY OF GLOUCESTER
OFFICE OF THE MAYOR

Memorandum

To: City Council President Hardy and Members of the Gloucester City Council

From: Jim Duggan, Chief Administrative Officer 

Date: December 6, 2011

Re: Certified Sewer Enterprise Fund Free Cash Request

The Administration is requesting \$145,000 from the available certified Sewer Enterprise Fund Free Cash. The request is broken down as follows:

- \$100,000 – Funds necessary to offset necessary repairs and maintenance (R&M) issues associated with the George P. Riley Wastewater Treatment Plant. The city's contract operator, Veolia Water North America, has an annual R&M budget of \$75,000. Although the plant is undergoing a major \$20 million investment, there are many components that require R&M, not included in the Phase I & II work. The necessity of properly functioning equipment is paramount to daily operations and permit compliance.
- \$45,000 – As we explained during the discussions regarding the adoption of a Stormwater Fee Structure on April 26, 2011, significant changes to the utility billing system are needed in order for the city to calculate and bill the new Stormwater Fee, which is scheduled to be introduced on July 1, 2012.

I respectfully request that this matter be referred to Budget & Finance for their review and recommendation to the full City Council.

Thank you.